

 UNIVERSITY OF SOUTH CAROLINA	REQUEST FOR PROPOSALS	Solicitation Number	USC-RFP-2206-MLS
		Date Printed	4/23/12
		Date Issued	4/23/12
		Procurement Officer	Mary L. Sims
		Phone	803-777-5253
		E-Mail Address	Mary.sims@sc.edu

DESCRIPTION: **Child Care Resource and Referral Services**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: (Opening Date/Time): **5/23/12, 2:30 pm EST** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **5/9/12, 12:00 pm EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, one electronic copy of the original, five (5) copies clearly marked "copy", one (1) redacted copy in hard copy and one (1) electronic redacted copy. (Original shall prevail)**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

CONFERENCE TYPE: Pre-Bid Conference DATE & TIME: May 8, 2012, 10:00 am As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 6/08/12 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO.	
<small>(See "Taxpayer Identification Number" provision)</small>	

PAGE TWO

(Return Page Two with Your Offer)

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

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

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address (check only one)

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. Scope Of Solicitation

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to provide the provision of regional child care resource and referral (CCR&R) services throughout the state. The requirements outlined in this RFP are intended to establish an effective system that 1) improves accountability for service delivery; 2) builds a provider support system that is improvement driven; 3) utilizes available technology to best serve parents and providers; and 4) reduces administrative costs to move more resources to direct services.

MAXIMUM CONTRACT PERIOD — ESTIMATED (January 2006): **[July 1, 2012 End date: June 30, 2017]** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

Initial Contract Term – **July 1, 2012 to June 30, 2013. (See Page 31 for Term of Contract).** Any resulting contract will begin on the date specified in the notice of award.

II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BUYER – means the Procurement Officer.

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

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

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

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

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

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

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 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 (JANUARY 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 (JANUARY 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 nonresponsive.

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

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

CLARIFICATION (NOV 2007) Pursuant to Section 11-35-1530(6), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 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)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DISCUSSIONS and NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 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.

DUTY TO INQUIRE (JANUARY 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.

ETHICS CERTIFICATE (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

ILLEGAL IMMIGRATION CLAUSES (2008)

Procurement Code Transactions: Non-Construction

ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter

14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Procurement Code Transactions: Construction

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

Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) 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.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 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 (JANUARY 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. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. 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 State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JAN 2004) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 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. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

SIGNING YOUR OFFER (JANUARY 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 venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JANUARY 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 state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged

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

SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by 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) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) 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. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) 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 DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JANUARY 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 (JANUARY 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.

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed: QUESTIONS: USC-RFP-2206-MLS

Title: Procurement Manager, Attention: Mary L. Sims

QUESTIONS MAY BE E-MAILED TO: mary.sims@sc.edu or FAXED TO: (803) 777-2032

PRE-BID CONFERENCE

Pre-Bid Conference to be held on May 8, 2012, at 10:00 am, at the University of South Carolina – Purchasing Department, 1600 Hampton St., Suite 606, Columbia, SC 29208

DISCUSSION WITH OFFERORS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006): As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

CONTENTS OF OFFER (RFP) – SPO (JAN 2006): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006): In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

LEGAL AGREEMENTS INCLUDED WITH PROPOSALS MUST BE APPROVED

Any proposal that includes legal agreement(s) the University is expected to sign to do business with offeror, offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that have not been approved by the University of South Carolina Purchasing Department (i.e. Procurement Officer for the solicitation) prior to the deadline for receipt of proposals / bid opening will cause offeror's proposal to be rejected.

Vendors interested in including legal agreement(s) the University is expected to sign to do business with them, their terms and conditions, and/or similar type legal documents pursuant to potential contract award with their proposals must submit these documents to the University of South Carolina Purchasing Department (i.e. Procurement Officer for the solicitation) for consideration during the time period for questions regarding the solicitation. If vendor submits legal agreement(s) the University is expected to sign to do business with it, its terms and conditions, and/or similar type legal documents pursuant to potential contract award to the University of South Carolina Purchasing Department (i.e. Procurement Officer for the solicitation) for consideration, the legal documents are subject to being published in their entirety in the amendment to the solicitation that includes questions and answers.

III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

BACKGROUND

CCR&R agencies play an integral role in increasing parental and public awareness of its effort to support child care programs and to provide safe and enriching learning environments that promote school readiness of infants, toddlers, and preschool children. Their effort to improve the quality of child care includes the following:

- Assistance to families/parents securing child care
- Information regarding indicators of quality child care
- Availability of and/or referrals for legally operating child care
- Financial assistance and applicable child care tax credits

CCR&R services represent a link and advocate between the consumers of child care and early childhood professionals as well as a link to education services and community initiatives. This link is vital to workforce development and focuses the communication and coordination of resources needed to improve child care quality; Equally significant is the analysis of all data collected from project activities to support recommendations related to strengthening the system of quality child care and supporting family security and the “out of school time” care of school age children.

The core service components of CCR&R services are Provider Services, Community Coordination and Education Services, and Parent Services. Federal Child Care Development Funds shall not be used to supplant funds currently being used to enhance the quality of child care services.

DEFINITIONS

Twenty-five (25%) follow-up survey: minimum required percentage follow-up with parents/caregivers who received a referral for child care during the prior two month reporting period. Follow-up must be made within 30 days of their initial contact with the CCR&R contractor.

Community Events: participation in events to promote the visibility and availability of CCR&R services; e.g., community fairs, festivals, conferences, and other community informational activities.

Educational/Awareness Sessions: Informational meetings to improve and increase knowledge of CCR&R services to communities.

Enhanced Referrals: Referrals for child care for infant/toddlers, children with different needs, and care needed for non-traditional hours. (Military referrals are also considered enhanced referrals.) The CCR&R staff must call each provider to ensure that they offer the services that the parent is requesting and that space is available prior to placing the provider on the parent’s referral list. Parents should be provided with at least three options if available. CCR&R staff will conduct a follow-up with the parent to ensure that child care has been found.

General Information: Calls or face-to-face activities to answer parent’s questions about child care, child development, etc that did not result in a parent referral for child care. This may result in a referral for other family support services (e.g. food pantry, 2-1-1, etc.)

Internet Mask Search: Parents/caregivers that accessed the CCR&R website to search for referrals. The process must be completed by the parent/caregiver without calling the CCR&R office.

Parent Services: This includes all services specifically provided to parents during the reporting period that are not included in community services.

Program Enhancement: Initiatives designed to increase the quality or availability of child care programs and/or slots. This may include initiatives that will enhance the learning environment, regulatory compliance, curriculum, and business operations.

Provider Services: Services rendered to child care providers at the ownership, administrative, management, instructional and/or direct care level targeted to improve service quality. Such services may include, but are not limited to: technical assistance, training, resource development, program development, linkage with other community services and consultation.

Technical Assistance (TA): Technical Assistance is an array of services (on and off site) varying in duration, products and processes) to program staff for the purpose of equipping the early childhood workforce with knowledge, skills and attitudes to provide high quality experiences for children. It is defined as a multi-level process offering a range of assistance which includes targeted guidance, consultation, modeling, and support that will strengthen the quality of care being provided to infants, toddlers, preschool, and school age children. Technical Assistance shall be based on one of the following criteria:

- Director/teacher self identified needs
- Program or environment assessment
- South Carolina Department of Social Services (SCDSS) licensing report
- ABC Program Monitoring report.

Website hits: The number of people that accessed the CCR&R website or web page.

INTRODUCTION

It is the intent of the University of South Carolina, on behalf of the College of Education which is serving as the South Carolina Child Care Resource and Referral Network to solicit proposals from qualified providers of CCR&R services.

The University of South Carolina, College of Education is involved in a multi-faceted partnership with the South Carolina Department of Social Services (DSS) designed to improve the quality of child care in South Carolina. To that end, CCR&R services must be provided in a manner that supports the SC DSS efforts to enhance the quality of care in all child care facilities.

Offerors must demonstrate the capacity to coordinate, develop and carry out the administrative, fiscal and service delivery elements to child care programs and families in accordance with Federal and South Carolina laws, regulations, policies and procedures through the use of the US Department of Health and Human Services, Office of Child Care, and Child Care Development Fund (CCDF).

CCDF supports the provision of quality child care for children between the ages of birth to 13 and up to the age of 19 for children with special needs and disabilities. Services shall be provided statewide on a regional basis as indicated below.

SCOPE OF WORK:

Offerors may submit proposals to provide services in one, or multiple regions. However, a separate proposal must be submitted for each region should an offeror choose to serve more than one region.

Region 1: Abbeville, Anderson, Cherokee, Greenville, Greenwood, Laurens, Newberry, Oconee, Pickens, Spartanburg (10).

Region 2: Aiken, Bamberg, Barnwell, Chester, Edgefield, Fairfield, Kershaw, Lancaster, Lexington, McCormick, Richland, Saluda, Union, York (14).

Region 3: Allendale, Beaufort, Berkeley, Calhoun, Colleton, Hampton, Jasper, Charleston, Dorchester, Orangeburg (10).

Region 4: Chesterfield, Clarendon, Darlington, Dillon, Florence, Horry, Georgetown, Lee, Marion, Marlboro, Sumter, Williamsburg (12).

1. **Core Service Components** - Core components of CCR&R services are indicated below:

Child Care Provider Services:

The CCR&R contractor must offer technical assistance (TA) and professional development activities to all child care personnel affiliated with South Carolina legally operating child care programs. Technical assistance and professional development should at a minimum:

- Support the child care provider's ability to maintain and/or achieve regulatory status in good standing;
- Achieve and/or maintain performance at higher quality levels in the ABC Program.

Technical Assistance (TA):

The CCR&R contractor shall provide both on and off site TA with emphasis placed on on-site consultation. On-site TA and trainings shall be provided in accordance with the South Carolina Early Care and Education Technical Assistance System (<http://www.sc-cccd.net/TAP/TAP.html>) and <http://www.sc-cccd.net/Training/Training.html> .

TA shall be guided by a formal action plan based on the provider's self-identified needs, a program or environment assessment, a South Carolina Department of Social Services (SCDSS) Licensing Report, and/or an ABC Program Quality Monitoring Report. TA shall be provided in a manner and at a level that meets the needs of the participants and the individual situation.

Technical Assistance shall be provided in a manner and at a level of intensity that meets the needs of the client, the individual situation and the identified goals agreed upon by the TAP and the client.

TA and training may be made available through a variety of delivery modes. The frequency of TA visits shall be based on the formal action plan, should occur at least monthly and continue until the goals of the action plan have been achieved or it is determined that the provider is unwilling to fulfill the goals stated in the action plan.

On-site TA supports providers' efforts to reinforce or integrate the knowledge gained into daily practice in child care facilities. Training is to be open to the child care community unless specific requirement within a SC DSS Licensing Corrective Action Plan (CAP). Additionally, the CCR&R contractor shall encourage and support providers' efforts to engage in SCDSS' activities and initiatives designed to raise the quality of child care.

Community Coordination and Education Services:

The CCR&R contractor shall serve as the lead entity to inform parents and the general public about child care and its contribution to school readiness, workforce and community development, while working to coordinate and collaborate with existing early childhood community groups.

The contractor will plan to integrate into the local/regional community and coordinate with existing community groups. A Technical Assistance Coordination Team within each region will be established and facilitated by the contractor ~~offeror~~ with quarterly meetings. The primary objective of the meeting will be to identify regional specific strengths and weaknesses and share information about child care needs for technical assistance and/or trainings.

The CCR&R contractor shall conduct educational activities that improve community awareness of local CCR&R services. These activities shall include the provision of information to the community regarding the need to improve and increase the availability and accessibility of quality child care. This shall also include the engagement of businesses and other agencies in collaborative initiatives that support those efforts. The CCR&R agency shall advocate activities and initiatives of SCDDSS aimed at raising the quality of child care.

Parent/Family Services: The CCR&R contractor shall provide parents/families with information regarding quality indicators that are important when selecting a child care provider. They shall also provide information regarding the availability of and/or referrals for child care, financial assistance and applicable child care tax credits. Additionally, the CCR&R contractor ~~agency~~ shall provide parents with information pertaining to child care regulatory requirements and information aimed at improving the understanding of child growth, learning, and development.

2. **Delivery of Core Service Components** - CCR&R contractor (s) must develop a plan to identify needs and provide needed CCR&R services for the communities of families and child care programs within all counties in the region(s) for which it is responsible.
3. **Service Activities** - Contractor(s) must conduct the following service activities in the performance of CCR&R services.
 - a. Provide certified training and TA to child care providers in assigned region(s) utilizing referrals from ABC Program Quality Monitors, SCDDSS Licensing Specialists, Head Start, First Steps, DHEC consultants, other TA providers and new child care programs during the start up phase.
 - b. On-site TA shall be provided in accordance with the South Carolina Early Care and Education Technical Assistance Network (<http://www.sc-cccd.net/TAP/TAP.html>) and (<http://www.sc-cccd.net/Training/Training.html>).
 - c. Staff providing on-site TA and/or training shall be certified by the South Carolina Center for Child Care Career Development (SC-CCCD). Staff must submit the appropriate application(s) for certification to SC-CCCD within 20 days of hire. (<http://www.sc-cccd.net/TAP/TAP.html>) and (<http://www.sc-cccd.net/Training/Training.html>).
 - d. All trainers must submit pre and post documentation of training as required by SC-CCCD. This includes the course outline and class roster.
 - e. All trainers must collect, summarize and submit evaluation data collected from individuals participating in training sessions conducted by CCR&R staff utilizing the Statewide CCR&R Evaluation form template provided by the SC CCR&R Network.
 - f. Work with SCDDSS' ABC Program Quality Monitors and Child Care Licensing Specialists to ensure that TA is aligned with the identified needs of the child care provider.

- g. Review existing online TAP reporting system and make recommendations regarding continued usability.
 - h. Attend child care provider licensing orientation meetings in region(s) being served.
 - i. Update child care provider database at least annually to ensure the NDS database contains current information regarding child care programs legally operating within the region.
 - j. Guide families to make informed decisions regarding child care services utilizing the *NACCRRRA Child Care Aware of America CCR&R Referral Service Outcomes* (available at: http://www.naccrra.org/sites/default/files/publications/naccrra_publications/2012/answeringthe_call.pdf) With the Child Care Referral services families will:
 - i. Demonstrate increased knowledge about the types of care and characteristics of high quality child care;
 - ii. Have increased access to appropriate community resources including financial assistance and tax credits;
 - iii. Become aware of the child care regulations, rates of care, ages of children served, and hours of operation.
 - iv. Consider and select care meeting ABC quality standards when choosing child care;
 - v. Find licensed/ monitored or legally exempt child care programs that meet their individual needs;
 - vi. Receive “enhanced referral” for infant, toddler, special needs, military, non-traditional hours, and teen parents.
 - k. Maintain data documenting each referral request provided to individuals seeking child care for at least two years.
 - l. Serve as the lead entity to establish and facilitate networking of technical assistance and training partners within each region. These are established as Technical Assistance Coordination Team Meetings.

These meetings shall serve as a forum for the community partners to discuss how services may be coordinated across agencies at the local level, and share information about issues that impact the quality of child care and available community resources and child care initiatives within the region.
- ABC Program Quality Monitors, SCDSS Licensing Specialists, Head Start, First Steps, DHEC consultants, other TA providers, and agencies serving young children and families shall be invited to attend these meetings and will share information about the quality of services being provided in the region.
- m. Provide SC CCR&R Network with contact information for community stakeholders for the purpose of service delivery evaluation surveys, at least annually, addressing the impact and effectiveness of regional community coordination meetings and activities provided within the region. These surveys must be representative of all counties within the region and all partners engaged in the community coordination meetings.
 - n. Be or become a member of NACCRRRA (new name Child Care Aware of America).
 - o. Actively use NACCRRRA Data Suites (NDS) to maintain data relevant to CCR&R services other data operating system as directed by the SC CCR&R Network (license fee, hosting and storage fees will be paid by the SC CCR&R Network).
 - p. Enter data regarding services performed under this contract into the NDS and SC CCCCD TAP online reporting system, and submit training documentation required information in a timely manner. Ensure that this information is accurate and current at all times.
 - q. Attend all trainings and other meetings provided by the SC CCR&R Network.

- r. Serve as an advocate to community and business leaders to engage their support for quality child care issues by conducting presentations and participating in community events.
 - s. Work with SCDSS or its' designee(s) to provide and support the provision of networking and training opportunities for child care providers in the assigned region(s).
 - t. Conduct or coordinate the provision of training opportunities designed to offer information that will improve child care providers' knowledge regarding the ABC Program Quality Standards, child care regulatory requirements, the CLASS Interaction Scale and the Environment Rating Scales.
 - u. Work in partnership with the SC-CCR&RN Office to conduct a regional assessment. Results of the assessment shall be submitted through the network office to SCDSS. The assessment shall be updated through the quarterly reports (described on Page 21 under **Documentation and Monitoring**). At a minimum, the assessment shall include but is not limited to information regarding the following:
 - i. Identify the types of child care currently available in the region(s).
 - ii. Identify the ages of children enrolled in the child care programs.
 - iii. Identify the range of cost for child care in the assigned region(s).
 - iv. Identify the top 15 DSS licensing deficiencies per county and the frequency of each deficiency
 - v. Identify provider training interests and needs.
 - vi. Identify hours of child care provider operation.
 - vii. Identify the number of providers serving children with special needs.
 - viii. Identify specific goals that will be achieved during each quarter.
 - ix. Provide report of progress toward achieving program goals.
 - x. Identify other agencies in the community that provide similar services.
 - xi. Include a plan for how services will be provided in the assigned region.
 - v. Utilize print and electronic methods to provide families with resource and educational information regarding quality child care, health, social, and other family support services.
 - w. Work with SCDSS to identify and transfer children in child care facilities to safe and secure locations with the closing a large centers and during disaster emergency related events.
4. **Service Deliverables** - Contractor(s) must provide the following service deliverables in the performance of CCR&R services.
- a. Increase child care providers' access to on-site TA. TA is in response to referrals received from SC DSS, ABC Quality, licensed/monitored child care programs self-referral, First Steps within counties of the region, Head Start, DHEC consultants, SC PITC, ABC Special Needs, and new child care programs.
 - b. Key services provided by CCR&R TA specialists will include:
 - i. Responsive Technical Assistance action plan development and implementation based on a SCDSS Child Care Licensing corrective action plan or an ABC Program Quality Monitoring report.
 - ii. Individualized coaching to assist all providers receiving TA to achieve and/or maintain a history of compliance with licensing regulations.
 - iii. Individualized coaching to assist providers to achieve and/or maintain the minimum score (80%) on ABC Program Quality Monitoring reviews.
 - iv. Actively collaborate with ABC Program Quality Monitors to enable child care providers to meet higher performance levels in the ABC Quality Standards.
 - c. Increase child care providers' access to training opportunities.
 - i. Conduct provider-training sessions throughout the contract period. At a minimum, at least three training sessions must be held each quarter.

- ii. Conduct pre/post assessment of providers' knowledge to evaluate effectiveness of training.
 - iii. Through the community Technical Assistance Coordination meetings, identify existing or planned training opportunities provided by all community partners and disseminate this information throughout the region to facilitate child care provider awareness and access to training for all counties within the region.
 - d. Increase community stakeholders' access to information about CCR&R services.
 - i. Conduct and/or participate in at least six community events annually.
 - ii. Make written information regarding CCR&R services available to child care providers and families located in all counties within the region(s) served.
 - e. Increase families' knowledge of indicators of quality child care. Provide families with consultation and referrals based on NACCRRRA's *A Guide to Providing High-Quality Consumer Education and Referral Services*, http://www.naccrra.org/sites/default/files/publications/naccrra_publications/2012/answeringthecall.pdf
- 5. Make quality child care information and resources available to families at local community agencies and/or organizations throughout all counties in region.
- 6. **Service Standards** - Contractor(s) must adhere to the following service standards in the performance of CCR&R services.
 - a. Must be prepared to provide CCR&R services in all counties within the assigned region(s) as appropriate and determined by the needs of child care providers, families, and the community in which they are located.
 - b. The contractor must not have administrative authority over any child care facility.
 - c. The contractor must coordinate and work in partnership with the SC-CCR&RN in order to ensure consistent standards of service delivery.
 - d. The contractor must work to ensure that child care providers receiving services under this contract achieve and maintain a history of compliance in accordance with the licensing requirements of SCDSS.
 - e. The contractor must ensure that all trainers adhere to training policies and procedures as required by SC-CCCCD.
 - f. The contractor will maintain active communication with the child care provider and other training and technical assistance service providers to ensure that there is no redundancy of service provision and that only 1 active action plan will be occurring at any given time unless requested by the SC CCR&R Network.
 - g. The contractor must have a physical presence in the state of South Carolina.
 - h. The contractor shall demonstrate the ability to leverage private, public, or grant resources in support of CCR&R services.
 - i. The contractor must provide sufficient office space, computer, on-line service meeting the NACCRRRAware data system specifications or other data operating system as directed by the SC CCR&R Network, and toll free telephone service to conduct CCR&R services for the counties served.
 - j. The contractor must identify themselves as a CCR&R agency on all printed materials, correspondence, digital media and telephone calls. All materials must indicate that funds are provided by SCDSS.
 - k. The contractor shall not use CCDF to supplant funds currently being used to enhance the quality of child care services.

7. **Documentation and Monitoring - Contractor(s)** is responsible for providing the following documentation and monitoring in the performance of CCR&R services.

- a. The contractor shall submit reports quarterly and a cumulative final report to the SC- CCR&RN that includes the information listed below. Information must be submitted in a format as specified by SCDSS and SC-CCR&RN. SC CCR&R Quarterly Report – Attachment C. Additional information is reported as final report and updating Child Care Aware of America State Facts Survey. Quarterly reports must be submitted to SC-CCR&RN by the 20th of the month and the regional assessment and final reports (cumulative) must be submitted by July 31 for each year of the contract.

Parent Referral

- Total Number of unduplicated parents receiving services under this contract.
- Total number of families served by all type of referrals.
- Total number of families served by phone referrals.
- Total number of families served by on-line referrals.
- Total number of families provided consumer education information.
- Number of enhanced child care referrals (to include infant/toddler, school age, special needs, non-traditional hours, part-time, full time, teen parents, and military).
- Number of referrals for which child care is requested (type of care, county, zip code, etc).
- Number of non-referral “hits” on CCR&R portion of website.

Technical Assistance

- All Technical Assistance will be recorded by CCR&R TA specialist through the on-line TA reporting system.
- Number and percentage of providers that is able to achieve and maintain a history of compliance with licensing regulations 6 months after completion of TA.
- Number and percentage of providers that achieved the minimum ABC Program Quality monitoring score as a result of the provision of TA.
- Number and percentage of programs provided TA that increased ABC level.

Training

- Number of provider training sessions, to include title of training, length of session, roster number, name of trainer, location, regulatory status of providers attending training, and number of persons attending.
- Results of the pre-post assessments completed at each training session.

Community Awareness

- Any reports that are developed for to partner agencies, policymakers, child advocates regarding the demographics, supply and demand, or other related child care information should be submitted to the SC CCR&RN prior to dissemination.

Collaboration efforts within each county

- Description of efforts to enhance the quality of child care and support services as defined in Part III – Purpose and Core Service Components of this Request for Proposal.

- b. Results of the regional assessment shall include information identified in **Service Activity letter u, i-xi**; information must also include socioeconomic and demographic information (family income levels, number of TANF (Temporary Assistance for Needy Families) recipients, types of employment, family size, and ethnicity), and service gaps/unmet needs.

- c. Evaluation of services – Parent/Family, Provider, Community
 - Referral services will be evaluated within one month of the date of referral
 - Provider TA will be evaluated at the completion of TA plan
 - Provider Training will be evaluated through post assessment of learning and participant satisfaction and will be completed at conclusion of training.
 - Community awareness and collaboration will be evaluated by the SC CCR&R Network for satisfaction and increase awareness data for this evaluation will be collected by the SC CCR&R Network.
8. **Funding Restrictions** - The offeror must comply with the following restrictions on the use of CCDF funds:
- a. For state and local agencies and nonsectarian agencies or organizations, no funds shall be expended for the purchase of improvement of land, or for the purchase, construction, or permanent improvement of any building or facility. No funds shall be expended for the purpose of offeror’s agency accreditation processing or fees, operation of a child care facility within the scope of the offeror, and/ or expenses incurred for the operation of projects beyond Child Care Resource and Referral Scope of Work. These provisions are also applicable for sectarian agencies or organizations.
 - b. Funds may not be expended for students enrolled in grades 1 through 12 for:
 - i. Any service provided to such students during the regular school day.
 - ii. Any service for which such students receive academic credit toward graduation; or
 - iii. Any instructional services that supplant or duplicate the academic program of any public or private school.
 - iv. Funds provided under grants or contracts may not be expended for any sectarian purpose or activity, including sectarian worship or instruction.
 - c. CCDF may not be used as the non-Federal share for other Federal grant programs.

This listing is not all inclusive and should not be considered as such.

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

SUBMITTING REDACTED OFFERS (FEB 2007)

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in ever detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Offerors are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Offeror's risk and may result in disqualification of the Proposal for non-responsiveness. Proposals must offer all services identified in Section II – Scope of Work and agree to contract conditions specified throughout RFP.

PROPOSAL CONTENT

To be considered for award, all proposals must include, at a minimum, the following information. Responses should provide the details required and not just a statement of compliance. Offerors should restate each of the items listed below and provide their response to that item immediately thereafter. All information should be presented in the listed order:

To be considered for award, all proposals must include, at a minimum, the following information. **All information must be clear, concise, complete, and presented in the listed order.**

A. Program Design and Services

1. Provide a brief profile incorporating a statement of understanding the needs of the communities and families within the region(s) for which the offeror intends to submit a bid.
(The narrative should include the information of each county within region, # of children 0-5 in child care, Description of licensing deficiencies in the region).
In addition include information about: the ABC quality levels and participation among child care providers in the region, availability child care licensing deficiencies as reported by DSS Child Care Services, ABC quality levels, availability of resources within the communities and how the CCR&R services can enhance the current system of child care within each of the communities/ counties.)
2. Describe the process that the offeror is currently using (or will use) to conduct provider services. The discussion must include the following information:
 - a. Methods/models used to provide TA to child care providers.
 - b. Process to determine the frequency and duration of TA.
 - c. Coordination with other TA providers and child and family serving agencies in the region(s) the offeror is proposing to serve.
3. Explain how the offeror will determine the training needs of child care providers and secure credentialed, qualified trainers to meet those needs. Discussion must include the following:
 - a. Process to determine needs
 - b. Range of trainings already approved by SC-CCCD that could meet training needs
 - c. Identify training venues within 50 miles of a majority of child care providers in the region for which the offeror intends to submit a bid.
 - d. If offeror has training currently scheduled training events in region to be conducted please include training calendar.
4. Describe the methods that are currently being used (or will be used) by offeror to conduct parent referral services. Responses should focus on but not be limited to quality indicators of child care, financial assistance and tax credits, regulatory requirements, and the availability of child care.
5. Describe the methods that are currently being used (or will be used) by offeror to develop collaborative relationships with community partners in order to enhance and create quality child care resources. Discuss how these partnerships can secure funding (in addition to funding provided through this CCR&R solicitation) to create or enhance quality child care services for the region(s) offeror is proposing to serve.

B. Experience, Education, and Qualifications

1. Provide a detailed description indicating your agency's readiness to deliver CCR&R services as outlined in Part III, Scope of Work/Specifications Sections A-C of the solicitation. At a minimum, your response must include the following:
 - a. Length of time your agency has offered CCR&R services.
 - b. A copy of your agency's organizational chart. Indicate key staff responsible for the tasks as described and illustrate lines of authority.
 - c. Include information regarding any credentials your agency may have achieved (or in the process of achieving) that is related to the delivery of CCR&R services.

2. Provide a personnel roster of your agency's staff that will conduct CCR&R services as outlined in Part III, Scope of Work/Specifications Sections A-C of the solicitation. Provide a copy of each staff person's resume. Resumes must include information regarding the staff person's current position, education, experience providing CCR&R services as described herein, and general work history. Staff members providing Training & Technical Assistance to child care programs will need to demonstrate experience working directly with children in a child care (or related) context. Responses to this item must also include the following information:
 - a. Number of persons certified (or will meet qualifications to become certified) by SC- CCCC to provide TA. Indicate level of certification for each person.
 - b. Number of persons certified (or will meet qualifications to become certified or registered within 90 days of hire) by SC-CCCC to provide training sessions.
 - c. Length of time each person conducting provider and parent services have been employed with your agency and working in their current position.
 - d. Number of hours and percentage of time each staff person will perform CCR&R tasks as described herein.

3. If the offeror has previously had contracts with SCDSS for any service, please submit the following information:
 - a. Service(s) provided to include beginning and ending dates of contracts.
 - b. Copy of the most recent audit management letter that summarizes the findings of the most recent financial audit. Describe any corrective action taken since the audit was conducted.

4. If the offeror has not had a contract with SCDSS for the services being proposed, provide the following information:
 - a. Operated a program for the same or similar service without financial difficulty during the following years: From _____ to _____. Provide a description of the services. Describe how these services are not duplicative of existing CCR&R services or other SCDSS funded services.
 - b. Written reference on letterhead stationary with contact information and relationship to offeror (banker, certified public accountant, or someone who if asked, could provide written documentation that offeror's program is financially sound and that offeror has two months operating expenses).
 - c. Attach a copy of the most recent audit management letter, which summarizes the findings of the latest financial audit and a copy of the actual audit report. Describe any corrective action taken since this audit was conducted.

5. If the offeror has not operated a program for the services being proposed, the offeror must have sufficient capital to operate for two months before receiving reimbursement from the University of South Carolina College of Education. The offeror must provide written reference on letterhead stationary with contact information and relationship to offeror (banker, certified public accountant, or whoever can provide written documentation that offeror has two months operating expenses).

C. Organization Description

1. Certify that the offeror does not have administrative authority, indirect ownership, or ownership interest over a child care program or facility.
2. State the offeror's number of employees, services provided, geographic area served, and years of operation.
3. State the location of the offeror's office(s) and describe accessibility of child care providers to the proposed CCR&R office.
4. If applicable, provide a list of the offeror's board members.
5. State the turnover rate for CCR&R staff during the past two years. If the offeror is not a current CCR&R provider, state the turnover rate for the past two **(2)** years for professional staff engaged in the offeror's service provision areas.

D. Cost Proposal

1. Offerors must submit an itemized annual budget indicating the total cost for all aspects of work described herein for two years of funding. Any offeror who fails to include calculations regarding funds currently being used for child care quality enhancement initiatives and all aspects of associated expenses for this service in their budget shall be deemed non-responsive and removed from further consideration.
2. Offeror's budget must include the total amount requested from CCDF, other sources of funds (include the amount to be used), and any in-kind contributions that will be used to support the provision of CCR&R services. Preference will be given to offerors showing in-kind and/or cash contributions and minimal administrative/indirect costs. Offeror must not include any unallowable cost, in any budget category, as defined in Attachment A.
3. Offeror's budget must include total cost anticipated with detailed narrative and calculations to include the following:
 - a. Operational Budget – Operational Budget Form (Attachment A).
 - b. Budget Narrative Form, (Attachment A-1),
 - c. Personnel Schedule (Attachment B).
4. Offeror's budget must not exceed the following annual funding ceilings that have been established by the SC CCR&R Network:
 - a. Region 1: \$251,860.00
 - b. Region 2: \$257,561.00
 - c. Region 3: \$221,459.00
 - d. Region 4: \$219,178.00
5. **FUNDING RESTRICTIONS** - The offeror must comply with the following restrictions on the use of CCDF funds:
 - a. For state and local agencies and nonsectarian agencies or organizations, no funds shall be expended for the purchase of improvement of land, or for the purchase, construction, or permanent improvement of any building or facility. These provisions are also applicable for sectarian agencies or organizations.

- b. Funds may not be expended for agency services' accreditation or quality assurance activities specific to CCR&R service delivery, and non-CCR&R program support affiliated with offeror agency.
- c. Funds may not be expended for students enrolled in grades 1 through 12 for:
 - 1) Any service provided to such students during the regular school day. CCR&R services for school age children programs during out-of-school time **ARE** allowable
 - 2) Any service for which such students receive academic credit toward graduation; or
 - 3) Any instructional services that supplant or duplicate the academic program of any public or private school.
 - 4) Funds provided under grants or contracts may not be expended for any sectarian purpose or activity, including sectarian worship or instruction.
- d. Fees shall not charged for the CCR&R services including TA, training, parent referrals, and /or CCR&R activities.
- e. CCDF may not be used as the non-Federal share for other Federal grant programs.
This listing is not all inclusive and should not be considered as such.

Note: If during the course of an audit, program review, or by any other means it becomes known that misrepresentation(s) of the use of funds were made, intentional or unintentional, in the Contractor's budget or financial costs reports, such misrepresentation may also cause reimbursement adjustments even though the costs which were misrepresented might have otherwise been allowable. Also, if undocumented expenditures are discovered during the course of an audit, program review, or by any other means, such expenditures may result in adjustments to reimbursements.

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

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

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

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

V. Qualifications

QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory

evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

SUBCONTRACTOR – IDENTIFICATION (January, 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and the point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

VI. Award Criteria

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

- A. Program Design and Services**
- B. Experience, Education, and Qualifications**
- C. Organization Description**
- D. Cost Proposal**

NEGOTIATIONS (JAN 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

UNIT PRICE GOVERNS (JANUARY 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. Terms and Conditions - A. General

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JANUARY 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JANUARY 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)

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

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

DISPUTES (JANUARY 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United 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. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JANUARY 2006). Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JANUARY 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION (JANUARY 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JANUARY 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United

States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT & INTEREST (MAY 2011): (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

PUBLICITY (JANUARY 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JANUARY 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SETOFF (JANUARY 2006) The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JANUARY 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JANUARY 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JANUARY 2006) This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JANUARY 2006) The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

VII. Terms and Conditions - B. Special

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

CHANGES (JAN 2006):

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

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

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

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

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

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

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT (JAN 2006):

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

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

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

Insurance Requirement: The successful offeror must provide a copy of its Liability Insurance certificate within ten (10) days upon the posting of the intent to award statement or statement of award and on each anniversary date thereafter attesting to such insurance coverage.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

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

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

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. §

15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context).

(e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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

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

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

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

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

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

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PLEASE REFER TO THE COST ITEM OF THE PROPOSAL CONTENTS SUBSECTION IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT OF THE SOLICITATION.

IX. ATTACHMENTS TO SOLICITATION

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



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

I-312
(Rev. 5/7/04)
3323

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

- 1. Name of Nonresident Taxpayer: _____
- 2. Trade Name, if applicable (Doing Business As): _____
- 3. Mailing Address: _____
- 4. Federal Identification Number: _____
- 5. Hiring or Contracting with: _____
- Name: _____
- Address: _____
- Receiving Rentals or Royalties From: _____
- Name: _____
- Address: _____
- Beneficiary of Trusts and Estates: _____
- Name: _____
- Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(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 to determine its 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 Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) 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 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal) _____

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date

If Corporate officer state title:

 (Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

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

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, not against this checklist.
You do not need to return this checklist with your response.

ATTACHMENT A

**CHILD CARE RESOURCE & REFERRAL SERVICES
TOTAL OPERATIONAL BUDGET**

NAME OF AGENCY: _____

SERVICE REGION PROPOSED TO SERVE: _____

CONTRACT PERIOD: _____

INSTRUCTIONS: This attachment must show the budget and budget category for funds requested. The budget categories are as shown below. The categories have suggested line items. Line items identified should not be moved to another category. *A separate budget form must be completed for each region the offeror proposes to serve. Make additional copies of this form if needed.*

BUDGET CATEGORY	TOTAL	USC/Contract PORTION	OTHER PORTION
Personnel – Administrative CCR&R personnel Management			
Employer Contributions Fringe Benefits			
Supplies Postage Printing Office supplies Program supplies: TA & Training, Community activities Marketing, publicity			
Fixed Charges Occupancy costs Insurance			
Equipment Office equipment Telephone services			
Contractual Services Audit & Accounting Consulting/Instructor			
Travel In-state Out-of-state			
Professional Development NACCRRRA membership Professional subscriptions CCR&R staff training			
TOTAL BUDGET REQUEST			

This budget must include the total funds requested by the offeror for operation of the CCR&R program. Preference will be given to offerors showing minimal administrative/ indirect costs.

**ATTACHMENT A-1
CHILDCARE RESOURCE & REFERRAL SERVICES**

BUDGET NARRATIVE

Provide a detailed justification and calculations for each budget category as designated on budget (including associated line items) presented in the chart in Attachment A and the sources of other funds that will be used to support CCR&R services.

Personnel

Employer Contributions

Supplies

Fixed Charges

Equipment

Contractual Services

Professional Development

Other activities and contribution description related to Fiscal Management of Contract.

**ATTACHMENT B
CHILD CARE RESOURCE & REFERRAL SERVICES**

PERSONNEL SCHEDULE

NAME OF AGENCY: _____

SERVICE REGION(S) PROPOSED TO SERVE: _____

CONTRACT PERIOD: _____

POSITION TITLE	ANNUAL SALARY	TOTAL CONTRACT SALARY	CCDF PORTION	
			%	AMT
TOTAL				