

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



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

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

Protest Decision

Matter of: PSI Services LLC

File No.: 2025-221

Posting Date: July 2, 2025

Contracting Entity: South Carolina Fiscal Accountability Authority, Division of Procurement Services, on behalf of the South Carolina Department of Labor, Licensing and Regulation

Solicitation No.: 5400027782

Description: Computerized Testing Services for Business Licensing Boards

DIGEST

The Chief Procurement Officer (CPO) denies protest of PSI Services LLC (PSI). PSI's protest is attached as Exhibit A.

AUTHORITY

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

BACKGROUND

On February 25, 2025, the Division of Procurement Services (DPS) issued this solicitation on behalf of the South Carolina Department of Labor, Licensing and Regulation (LLR) requesting proposals to provide Computerized Testing Services for Business Licensing Boards. [Exhibit

B]¹ This solicitation used the competitive-sealed proposal source-selection method per Section 11-35-1530 and Reg. 19-445.2095. On March 6, 2025, DPS issued Amendment 1 answering vendor questions and modifying some requirements of the solicitation. [Exhibit C] On March 24, 2025, DPS issued Amendment 2 answering vendor questions and modifying some requirements of the solicitation. [Exhibit D] By the deadline for receipt of proposals, DPS received two proposals, one from PSI and one from Prov, Inc. (Prov). [Exhibit E] DPS submitted the proposals to LLR's selection committee for evaluation and ranking. The selection committee ranked Prov's proposal as the most advantageous for the State. [Exhibit F] On June 2, 2025, DPS posted a notice of intent to award a contract to Prov, Inc. (Prov). [Exhibit G] On June 13, 2025, after timely filing a notice of intent to protest, PSI protested.

DISCUSSION

PSI protests the selection committee's decision that Prov's proposal was more advantageous than its proposal, alleging that the selection committee should have ranked it higher than Prov for two of three evaluation criteria:

- | | |
|---|--------------------------|
| 1. Detailed Functional/Technical Requirements | Maximum 50 Points |
| - The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP. | |
| 2. Experience/Qualifications | Maximum 30 Points |
| - The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications. | |

A selection committee's ranking of proposals from "most advantageous least advantageous" per Section 11-35-1530(7) is "final and conclusive unless clearly erroneous, arbitrary, capricious, or contrary to law." S.C. Code Ann. §11-35-2410. The protestant bears the burden of proving upon a preponderance of the evidence that the determination made by the evaluators is clearly erroneous, arbitrary, capricious, or contrary to law. *See Appeal by Transportation Management Services, Inc.*, Panel Case No. 2000-3. Finally, the Procurement Review Panel has stated that, for

¹ Since each Amendment republished the solicitation in its entirety, the CPO has only included the first couple of pages of this document and Amendment #1.

a finding that an evaluation was arbitrary or capricious, the evidence must demonstrate that the determination lacked a reasonable or rational basis:

The burden of proof is on the appellants to demonstrate by a preponderance of the evidence that the determination made by the procurement officer is clearly erroneous, arbitrary, capricious or contrary to law. *"To prove arbitrary and capricious conduct such as will permit the court to overturn a procurement decision, the aggrieved bidder must demonstrate a lack of reasonable or rational basis for the agency decision or subjective bad faith on the part of the procuring officer or clear and prejudicial violation of relevant statutes and regulations which would be tantamount to a lack of reasonable or rational basis."* Robert E. Derecktor of Rhone Island, Inc. v. Goldschmidt, 516 F.Supp. 1085.

See Appeal by Value Options, Magellan Behavioral Health & Blue Cross and Blue Shield, Panel Case No. 2001-7

PSI first claims that when evaluating criterion number 1, each evaluator improperly reduced PSI's score for not offering the National Interstate Council (NIC) of State Boards of Cosmetology exam for the Barber and Cosmetology examinations.

The unamended solicitation states:

3.4 Overview/Requirements (BARBER)

- B.** Three (3) professions are required to pass both the Theory and Practical Examinations (Currently requires National Interstate Council (NIC) of State Boards of Cosmetology exam) prior to being licensed.

3.5 Overview/Requirements (COSMETOLOGY)

- A.** Four (4) professions are required to take both the Theory and Practical Examinations (Currently requires National Interstate Council (NIC) of State Boards of Cosmetology exam) prior to being licensed.

[highlighting supplied]

Amendment one included two related vendor questions with LLR's answers:

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The Solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a

cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. ... [02-2A097-1]

1. 3.4, B and 3.5, A. We see that NIC examinations (National Interstate Council of State Boards of Cosmetology exams) are currently required. Is the LLR open to another proven suite of national examinations for this contract?

State's Response:

SC Regulation 35-5(C) require the Cosmetology board to use the NIC examination. The board is not considering any other testing examination.

3. Section 3.5 A states that cosmetology exams "currently requires National Interstate Council (NIC) of State Boards of Cosmetology exam." Would the Division consider other national cosmetology examinations beyond NIC?

State's Response:

See State's response to question 1.

Amendment two answered two additional questions relevant to the matter:

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The Solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. ... [02-2A097-1]

1. I've reviewed SC Regulation 35-5(C) and it states "The board may subscribe to the National Interstate Council of State Boards of Cosmetology Testing Service or such other testing service as selected by the board for the theory portion of the examination." Has the board made an official decision not to use another test service?

State's Response:

SC Regulation 35-5(C) require the Cosmetology board to use the NIC examination. No other testing providers have requested consideration for Board approval, therefore the NIC examination is the only board-accepted examination.

4. Will the board consider an equivalent exam that meets the same standards as the NIC exam, as permitted under SC Regulation 35-5(C)?

State's Response:

Regulations allow the board to consider other testing services, and any such requests must be made to the Board separate from this proposal. The agency cannot provide insight or speak to what the board will and will not consider.

Taken together, Sections 3.4 and 3.5 of the solicitation and the LLR's answers to vendor questions make clear that the only the NIC exams were acceptable for Barber and Cosmetology examinations.

In its Technical Proposal, PSI responded to the requirements of Section III 3.2A Examinations stating:

PSI ensures that **our** National Barber and Cosmetology Program exams remain aligned with industry standards and professional practice through a rigorous, structured review process.

[emphasis supplied]

PSI responded to the requirements of Section III 3.4 B concerning examinations for Barbers by stating:

We will administer National Program theory and practical exams for Barber 1 (No Chemical), Instructor, and Barber Styling (Chemical) in accordance with your guidelines.

PSI responded to the requirements of Section III 3.5 A concerning examinations for cosmetology by stating:

PSI will continue to ensure a seamless, compliant licensure process by administering **our** National Barber and Cosmetology Program exams in strict alignment with your requirements. With a deep understanding of your regulatory framework and operational needs, we will maintain the administration of theory and practical examinations for the following professions:

- Cosmetologist
- Esthetician
- Instructor
- Nail Technician

[emphasis supplied]

Elsewhere, PSI included as a condition of its proposal, a requirement that the Barber and Cosmetology Boards transition from the NCI exams to its own exams stating:

Exam Transition to PSI's National Barber and Cosmetology Program

As part of this contract term, PSI will transition SCLLR's program to the PSI National Barber and Cosmetology Program exams. This process has been intentionally designed to occur behind the scenes, with no disruption to candidate testing or stakeholder engagement. All scheduling systems, candidate services, and core processes will remain consistent throughout the transition.

The transition work will begin in June 2025, aligned with contract execution, and will include key milestones such as:

- Verification of exam content readiness
- Data integration confirmation and system testing
- Beta testing of exam forms and functionality validation
- Updates to candidate-facing materials and handbooks, pending SCLLR approval

The official transition to our National exams will be in November/December of 2025. During this period, PSI will maintain clear communication with SCLLR staff and approved schools, providing guidance on the program shift while ensuring a seamless candidate experience. Our approach minimizes risk, maintains service continuity, and positions your program for long-term success under the National exam framework. Board transition from the NCI exams to PSI's exams stating:

PSI argues that this proposed condition was appropriate, not because the solicitation allowed for it, but because Regulation 35-5(C) "make it clear that other exams can be considered." In so arguing, PSI conflates the Regulation with this solicitation. What PSI ignores is that the solicitation made it clear that the only approved exam was the NCI exam. The solicitation never states that other exams could be considered as a part of the solicitation. Indeed, the solicitation makes clear that the process for Board approval of other examinations is a process that is independent of and apart from the solicitation. As the solicitation and the Regulations make clear, only the appropriate governing board may make the decision to accept a different exam, not LLR.² Per the Regulation, LLR does not have authority to accept any exam via a procurement that the Board has not adopted via procedures governed by law and regulation. See South Carolina Code of Laws Ann. Title 40, Chapters 1, 7, and 13 and Title 30, Chapter 4.

² LLR and the Boards are not the same entities.

Based on the foregoing, the CPO questions whether, by proposing an alternative exam, PSI was responsive to the requirements of the solicitation.³ Nonetheless, the selection committee did evaluate PSI's technical proposal, and PSI cannot now complain that the evaluators accordingly rated its technical proposal below that of its competitor which did not propose an alternative exam to the NIC exam. Regardless, of how PSI tries to couch the issue, one thing is clear, the evaluators' decision to downgrade PSI's score was rationally based on PSI's decision to propose to replace the NIC exam with its own exam.

PSI asserts that the selection committee should have penalized Prove by an equal or greater amount than it penalized PSI for "failing to confirm the use of the NIC exam." PSI's allegation is misleading. First, Prove agreed to use the NIC exam and to comply with all the requirements in Section 3.4 and 3.5 by submitting a signed page one of the solicitation wherein it agreed to be bound by the terms of solicitation.⁴ Nowhere in its proposal does Prove take exception to this requirement or propose a cosmetology exam other than the NIC exam. Moreover, on page 37 and 38 of its proposal, Prov makes it clear that it will be providing the NIC exam.

PSI also asserts that the selection committee should have penalized Prove "for omitting responses to multiple core services required by the RFP." However, this allegation lacks particularity and is therefore legally deficient. Section 11-35-4210(2) requires a protestant "to set forth the grounds of the protest ... with enough particularity to give notice of the issues to be decided." PSI does not identify with any specificity the areas where it believes Prov's proposal is lacking but rather makes a general allegation and leaves it to the respondents and the CPO to figure out for themselves what is allegedly lacking.

PSI next challenges the selection committee's scoring of Prov's experience and qualifications vis-à-vis PSI. In doing so, PSI includes a matrix comparing itself to Prov. However, the matrix is not in the solicitation and the experience criteria listed in the left-hand column of the matrix are

³ The State cannot evaluate and rank non-responsive offers. S.C. Code Ann. §11-35-1530(7).


⁴ PSI also submitted a signed page one of the solicitation, but its proposal made clear that the proposal was based on a cosmetology exam other than the NIC exam.

not stated criteria in the solicitation. This is simply a matrix of how PSI believes the selection committee should have approached the evaluation of experience and qualifications. PSI uses this matrix to argue that its qualifications and experience are “objectively” greater than Prov’s. At the end of the day, PSI asserts nothing more than PSI’s opinion of itself. PSI’s opinion is irrelevant. Evaluation of proposals is inherently subjective and arguments that an offeror is superior to the others is fruitless and without merit since that can only be determined by the State. *See Appeal by TRAVELSIGNS*, Panel Case No. 1995-8

PSI’s final ground of protest is an allegation that its proposal is superior to Prov’s and the fact that its proposal was not scored accordingly shows a discrepancy in the evaluation process. As noted above, an “offeror’s claim to be superior to other offerors is fruitless” and neither the Panel nor the CPO will substitute their “judgment for the judgment of the evaluation committee which determines the ranking of the offerors.” [Id.]

DECISION

For the reasons stated above, the CPO denies PSI’s protest.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

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

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

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

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

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

June 13, 2025

Jon Baysden, Procurement Officer
State of South Carolina
SFAA, Division of Procurement Services
1201 Main Street, Suite 600
Columbia, SC 29201

Subject: Protest of Award Decision for Solicitation 5400027782 – Examination Services for Business Licensing Boards

Dear Mr. Baysden,

On behalf of PSI Services LLC, we respectfully submit this formal protest of the award decision for Solicitation 5400027782. As the current examination provider to the South Carolina Department of Labor, Licensing, and Regulation (SCLLR), we have proudly served both the Cosmetology and Barbering Boards with uninterrupted, high-quality services since 2020. Upon reviewing the scoring and evaluator comments, we believe the decision was influenced by multiple errors in application of the evaluation criteria and warrants immediate reconsideration.

1. Misapplication of NIC Preference in Technical Scoring

Across all evaluators, PSI received identical scores of 30 out of 50 in the Technical Requirements category. The consistent rationale for the 20-point reduction was that PSI did not offer the NIC exam. However, applicable regulations referenced in the RFP make it clear that other exams can be considered:

“The board may subscribe to the [NIC] Testing Service or such other testing service as selected by the board.” (SC Regulation 35-5(C))

PSI has requested Board consideration of its National Barber and Cosmetology Program, exams that are psychometrically validated, industry-accepted, and already in use in multiple jurisdictions. Our proposal also addressed the full Scope of Work as required under RFP Section 4.1.1, including detailed plans for fulfilling each required service element.

By contrast, though the omission was not deducted from their score, Prov *did not* confirm use of the NIC exam in its Technical Requirements response and omitted any response to critical sections of the Scope of Work, including 3.2 – Examinations (specifically development of the Auctioneer and Dentistry examinations), 3.4.E – Annual School Reviews, and 3.5.D – Annual Reports. These were required components of a responsive bid under Section 4.1.1, which directs offerors to “provide a work plan that demonstrates a full understanding of the services required and a proposed method to accomplish all the tasks outlined in Part III – Scope of Work.”

If PSI was penalized 20 points by each evaluator for offering an alternative (but legally permitted) exam, then Prov should have received equal or greater deductions – not only for failing to confirm the use of the NIC exam, but also for omitting responses to multiple core services required by the RFP. Scoring cannot selectively emphasize exam preference while overlooking broader gaps in responsiveness to defined deliverables.

The blanket deduction for not offering NIC is inappropriate and inconsistent with the RFP’s stated intent to evaluate “completeness and suitability” — not brand allegiance. **The failure to apply consistent standards across both proposals reflects a scoring double standard and calls into question the fairness and objectivity of the evaluation process.**

2. Inconsistent Experience and Qualifications Scoring

Despite PSI’s unmatched credentials, we received scores as low as 25 out of 30 in the *Experience and Qualifications* category. In contrast, Prov was awarded scores as high as 29 out of 30, despite offering a less established and less comprehensive record.

According to the RFP, this category should reflect “*degree, completeness, capacity, and suitability.*” Yet the scoring results do not align with these measures. Consider the following comparison:

| Experience Criteria | PSI Proposal | Prov Proposal |
|-----------------------------------|--|---|
| National Exam Volume | Over 1.1 million cosmetology exams delivered across jurisdictions | No national exam volume disclosed |
| South Carolina Experience | Current provider for the Cosmetology and Barbering Boards since 2020 | No prior implementation experience in SC |
| Licensing Jurisdictions | Active partnerships in over 30 states, including high-volume programs in TX and CA | Experience in fewer jurisdictions, many newly onboarded |
| Exam Development Authority | Developer and owner of the PSI National Barber and Cosmetology Program, in use across the U.S. | NIC development partner only since July 2022 |
| Regulatory Engagement | Ongoing psychometric validation, job analyses, and national regulatory participation | References NIC SME participation, but no direct state regulatory work cited |

| | | |
|---------------------------------------|---|---|
| Auctioneer and Dentistry Exams | Demonstrated experience delivering and supporting multiple license types, including Auctioneer and Dentistry exams, with detailed implementation plans included in the Technical Proposal, as required by the RFP | Mentions limited past experience in other states but provides no technical response, implementation plan, or commitment to support these exam types in South Carolina, despite their inclusion in the Scope of Work |
|---------------------------------------|---|---|

These are objective, documented distinctions. PSI’s breadth and depth of experience far exceed those of Prov, yet this was not reflected in the scoring. Instead, it appears that Prov’s recent NIC affiliation was given disproportionate weight across all categories, despite the fact that the NIC exam is neither mandated by regulation nor, in itself, a reliable proxy for the broader experience and capacity the RFP sought to evaluate.

Moreover, the State’s own RFP placed clear emphasis on demonstrated experience in examination development, administration, and regulatory engagement – areas in which PSI has a well-established track record. The following examples underscore the disconnect between the evaluation results and the criteria as outlined in the RFP:

- **Section III.7.1 – Offeror Qualifications** explicitly called for experience in both exam development and administration, as well as working with licensing boards. PSI meets and exceeds this requirement, with decades of direct service to SCLLR and longstanding partnerships with over 30 other state boards. Prov, by comparison, cites alignment with NIC but does not demonstrate comparable board-facing experience or exam development history.
- **Sections III.7.4 and III.8 – Experience Administering Exams and References** call for examples and references demonstrating experience with contracts of “similar type, size, and scope.” PSI provided extensive documentation of its role administering cosmetology and barbering licensure exams in over 30 jurisdictions, including high-volume, multi-year programs in Texas, California, and South Carolina. Our proposal included detailed descriptions of written and practical exam delivery, multilingual offerings, in-state testing availability, and regulatory coordination – all directly aligned with the scope of work requested. We also included references from states with comparable scale and complexity.

In contrast, Prov’s proposal does not include volume metrics or implementation detail on similarly scaled programs, and its references are limited to recent NIC-aligned efforts, without evidence of sustained delivery at the scale required for this contract.

Taken together, these elements suggest a material inconsistency between the RFP’s stated priorities and how evaluator scoring was ultimately applied. PSI respectfully requests that this discrepancy be reviewed and addressed as part of the formal protest process. The Experience and Qualifications scores do not accurately reflect PSI’s superior capacity, readiness, and historical performance, and a rescore is warranted.

3. Misalignment with Evaluation Criteria

While the RFP established clear and measurable evaluation criteria, the final scoring does not reflect consistent application of those standards. In multiple categories, PSI met or exceeded the stated requirements – offering greater detail, qualifications, and pricing value – yet received scores equal to or below a competitor whose proposal omitted key elements in the required Scope of Work.

This inconsistency raises serious concerns about how the evaluation framework was applied in practice:

- **Technical Requirements (50 points):** “Completeness and suitability of proposed solution.”
 - PSI’s solution addressed the full Scope of Work and provided a comprehensive plan across all required services, yet was penalized solely for proposing an alternate exam. Meanwhile, Prov did not confirm NIC usage in its Technical Requirements response and omitted required elements such as Auctioneer and Dentistry exam development and annual school review, yet was not similarly penalized.
- **Experience and Qualifications (30 points):** “Degree, completeness, and capacity.”
 - PSI presented an extensive, proven record of experience across more jurisdictions, licensure types, and volumes, yet received scores equal to or lower than Prov, which cited more limited experience and did not demonstrate depth across all exam categories.

These inconsistencies point to a significant disconnect between the published criteria and the scoring that ultimately informed the award decision.

Request for Remedy

Given the inconsistencies observed in scoring, the limited attention to key omissions in the awarded vendor's proposed scope and qualifications, and considering the **substantial long-term savings of approximately \$4.7 million offered by PSI** over the contract term, we respectfully request the following actions:

1. A formal re-evaluation of the proposals, with particular attention to the Technical Requirements and Experience/Qualifications categories, ensuring that scoring reflects the published standards of completeness, suitability, capacity, and scope.
2. A temporary suspension of contract execution pending full resolution of this protest, including reconsideration of the scoring and evaluation process.

We are confident that a corrected and criteria-aligned evaluation will show PSI to be the most qualified, experienced, and cost-effective partner for South Carolina.

Thank you for your attention to this matter. We welcome the opportunity to provide any clarification or documentation you may require.


Sincerely,

A handwritten signature in black ink, appearing to read "Alon Schwartz".

Alon Schwartz
Chief Revenue Officer
PSI Services LLC

18000 W 105th Street
Olathe, KS 66061

Exhibit B

| | | |
|---|--|---|
|  | State of South Carolina Request for Proposal | Solicitation: 5400027782 Date Issued: 02/25/2025 Procurement Officer: JON BAYSDEN Phone: 803-896-5304 E-Mail Address: jbaysden@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, 1201 Main Street, Suite 600 Columbia SC 29201 |
|---|--|---|

DESCRIPTION: **Computerized Testing Services for Business Licensing Boards**

USING GOVERNMENTAL UNIT: **South Carolina Department of Labor, Licensing, & Regulation**

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

SUBMIT OFFER BY (Opening Date/Time): **04/24/2025 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **03/19/2025 12:00 PM ET**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Two (2) Online submissions – One (1) Original and One (1) Redacted Copy**

Initial here if NO redacted copy is necessary _____

See Section II A "Submitting Confidential Information" clause, and Section IV "Submitting Redacted Offers" clause

| | |
|---|---|
| CONFERENCE TYPE: Non-Mandatory Pre-Proposal Conference DATE & TIME: 03/18/2025 10:00 AM ET (Virtual) (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions) | LOCATION: Virtual MSTEAMS Link – Email jbaysden@mmo.sc.gov if link needed. (See Section IIB "Conference – Pre-Bid/Proposal" clause) |
|---|---|

| | |
|--------------------|--|
| AWARD & AMENDMENTS | Award will be posted on 06/02/2025 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov |
|--------------------|--|

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **ninety (90)** calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

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

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

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

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

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 | _____ Order Address same as Home Office Address |
| _____ Payment Address same as Notice Address (check only one) | _____ 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 (%) |
|---|----------------------|----------------------|----------------------|-------------------------|

| |
|--|
| PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): |
| Preferences do NOT apply to Requests for Proposals per SC Consolidated Procurement Code §11-35-1524(E)(5) |

| |
|--|
| PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: |
| Preferences do NOT apply to Requests for Proposals per SC Consolidated Procurement Code §11-35-1524(E)(5) |

Table of Contents

SECTION_I SCOPE OF SOLICITATION 4

SECTION_IIA INSTRUCTIONS TO OFFERORS -- GENERAL INSTRUCTIONS 5

SECTION_IIB INSTRUCTIONS TO OFFERORS -- SPECIAL INSTRUCTIONS..... 13

SECTION_III SCOPE OF WORK/SPECIFICATIONS..... 15

SECTION_IV INFORMATION FOR OFFERORS TO SUBMIT 19

SECTION_V QUALIFICATIONS 21

SECTION_VI AWARD CRITERIA 21

SECTION_VIIA TERMS AND CONDITIONS -- GENERAL 23

SECTION_VIIB TERMS AND CONDITIONS -- SPECIAL 28

SECTION_VIII 39

SECTION_IX ATTACHMENTS 40

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (MODIFIED)

This is a Request for Competitive Sealed Proposals (RFP). The State Fiscal Accountability Authority (SFAA), Division of Procurement Services (DPS), on behalf of the South Carolina Department of Labor, Licensing, & Regulation (SCLLR), on behalf of the Division of Professional & Occupational Licensing (the Division), is soliciting competitive sealed proposals (Proposals) for Computerized Testing Services for multiple boards and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the Division, through the Agency, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform per the specifications herein.

- | | |
|---------------|------------------|
| - Auctioneers | Testing Services |
| - Barber | Testing Services |
| - Cosmetology | Testing Services |
| - Dentistry | Testing Services |

The previous contract can be found at:

[Contract Detail](#)

The State reserves the right to renegotiate for additional testing if other Professional Licensing Boards need to be added.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: **06/12/2025**. End date: **06/11/2030**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

[01-1040-1]

It is anticipated that the initial term of the contract will be one (1) year with four (4) one-year options to renew resulting in a maximum contract term of five (5) years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

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

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

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

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(5)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-4]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (MAR 2024)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>
[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775,

prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

PRICING (MAR 2024)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MODIFIED)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to tssimmons@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal.

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the***

period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (MODIFIED)

- (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than **THE DATE AND TIME LISTED ON COVER PAGE 1.**
- (b) Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email, **"Questions 5400027782 Computerized Testing Services for Business Licensing Boards"**. Questions must be submitted in an easily copied format such as MS Word.

Please do not place your questions in tables.

Email: jbaysden@mmo.sc.gov

- (c) Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**
- (d) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS (MAR 2024)

- (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

<http://www.scemd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-3]

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

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." **Paper offers are discouraged.** If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to

the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)

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 Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification 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, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

VENDOR REGISTRATION MANDATORY (MAR 2024)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **As listed on Cover Page**

Location of Pre-Bid/Proposal Conference: **As listed on Cover Page**

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

All attendees should read the solicitation carefully and come prepared with questions. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal.
- (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.

[02-2B040-2]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MODIFIED)

If requested by the Procurement Officer, you must submit an electronic copy or copies on USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

(b) Steps for On-Line Bidding

- 1) The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
- 2) Follow the general user instructions posted at www.procurement.sc.gov under the heading "Doing Business with Us" and then "Submitting Offers."
- 3) Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
 - a. Only offers with a status of "submitted" have been received by the State.
 - b. Offers with a status of "saved" have not been received.
- 4) Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at **(803) 896-0001** and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/>. *Do not contact the Procurement Officer with problems entering an offer into the system.* Only questions regarding the solicitation document should be addressed with the Procurement Officer.

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

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (MAR 2024)

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

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

(b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

3.0 BACKGROUND:

The mission of the Agency is to promote the health, safety, and economic well-being of the public through regulation, licensing, enforcement, training, and education. The Division is responsible for the oversight of the professional licensing boards.

3.1 SCOPE:

A. Requirements (ALL BOARDS)

1. The written exams must be available through paper-based product in the event of emergency that affect access to the electronic system or ADA-qualified candidates.
2. The Contractor must provide multiple versions of the exam simultaneously.
3. The Contractor must provide for all Personally Identifiable Information (PII) to be encrypted at rest in any Contractor system and while in transmission intra-office.
4. The Contractor must provide a dedicated coordinator responsible for both the criteria agreed upon in contract and any future changes necessary to maintain effective production.
5. The Contractor must maintain open communication with the Agency regarding any changes in standard operating procedure and complaints received. The Contractor must immediately notify the Division of any changes to standards operating procedures. A copy of complaints received concerning testing and the status of investigation or resolution of complaint must be submitted to the Division within 5 business days of complaint submission.
6. The Contractor must be available to meet with the Boards named in this RFP/contract and LLR on an as requested basis.
7. The Contractor must securely maintain all applicable records and provide the Agency with records on request.
8. The Contractor must provide preparatory material (candidate information packet, study guide) needed for the Agency, the licensees/candidates/applicants must be available on-line.
9. The Contractor must provide customer service by toll-free number and email at least 5 days a week for 8 hours a day.
10. The Contractor must ensure all examinations forms have appropriate and comparable item content based on examination specifications and be equal in difficulty.
11. The Contractor must ensure that a candidate retaking an examination will always have a different form/version of the examination.
12. The Contractor must report examination results in an electronically-uploaded format that integrates with the Agency's current licensure software, or any software used in the future.
13. The Contractor must provide the Division with monthly reports containing respective invoices detailing the number of examinations rendered and to whom delivered.
14. The Contractor must provide descriptive analysis of test scores that include, but not limited to, mean, standard error, median, mode, standard deviation, variance, range, minimum, maximum, and count.

3.2 EXAMINATIONS:

- A. In addition to the examination parameters below, the Contractor must:
1. periodically update examinations to reflect applicable law changes.

3.3 Overview/Requirements (AUCTIONEERS)

- A. Three (3) professions are required to pass an exam prior to being licensed.

1. Auctioneer (General)

- Board-owned exam with a new exam waiting for implementation.
- 100 items, 240 minutes, 70 passing.
- Weekly, Low volume
- Exam cost set by Chapter 10 (\$25)
www.scstatehouse.gov/coderegs/Chapter%2010.pdf

2. Auctioneer (Apprentice)

- Board-owned exam with a new exam waiting for implementation.
- 50 items, 120 minutes, 70 passing.
- Weekly, Low volume
- Exam cost set by Chapter 10 (\$25)
www.scstatehouse.gov/coderegs/Chapter%2010.pdf

3. Auction Firm

- Board-owned exam with a new exam waiting for implementation.
- 50 items, 120 minutes, 70 passing.
- Weekly, Low volume
- Chapter 10 is silent on fee.

3.4 Overview/Requirements (BARBER)

- A. The Contractor must administer examinations at least twice annually (or as determined by volume) at the identified State Correctional Institutions.
- B. Three (3) professions are required to pass both the Theory and Practical Examinations (Currently requires National Interstate Council (NIC) of State Boards of Cosmetology exam) prior to being licensed.
 - 1. Barber 1 (No Chemical)
 - Theory and Practical
 - Chapter 10 is silent on fee.
 - 2. Instructor
 - Theory and Practical
 - Chapter 10 is silent on fee.
 - 3. Barber Styling (Chemical)
 - Theory and Practical
 - Chapter 10 is silent on fee.
- C. At a minimum, practical examinations shall be administered once a month.
- D. Each spring, high school programs shall have dedicated days for the testing of their students. These special testing times shall be set aside for the students of those schools only.
- E. The Contractor shall provide annual school reviews for instructors (including Barber OJT) to prepare them to teach their students the current requirements as it pertains to systems or sanitation/disinfection. The content that is provided to Barbers must relate to registered barbering and barbering with chemicals.

3.5 Overview/Requirements (COSMETOLOGY)

- A. Four (4) professions are required to take both the Theory and Practical Examinations (Currently requires National Interstate Council (NIC) of State Boards of Cosmetology exam) prior to being licensed.
 - 1. Cosmetologist
 - Theory and Practical
 - High volume
 - Practical exam must be offered at least once per month.
 - Chapter 10 is silent on fee.
 - 2. Esthetician
 - Theory and Practical
 - Chapter 10 is silent on fee.
 - 3. Instructor
 - Theory and Practical
 - Chapter 10 is silent on fee.
 - 4. Nail Technician
 - Theory and Practical
 - Chapter 10 is silent on fee.
- B. At a minimum, practical examinations shall be administered once a month.

- C. Each spring, high school programs shall have dedicated days for the testing of their students. These special testing times shall be set aside for the students of those schools only.
- D. Contractor shall provide an annual school review so that instructors are prepared for teaching their students the current requirements as it pertains to systems or sanitation/disinfection.

3.6 Overview/Requirements (DENTISTRY)

- A. Three (3) certificate exams
 - 1. Administer Infiltration Certificate
 - Board-owned exam.
 - 50 items, 120 minutes, 76 passing.
 - Weekly, Low volume
 - Exam cost set by Chapter 10 (\$70)
www.scstatehouse.gov/coderegs/Chapter%2010.pdf
 - 2. Nitrous Oxide Certificate
 - Board-owned exam
 - 25 items, 60 minutes, 76 passing.
 - Weekly, Medium-high volume
 - Exam cost set by Chapter 10 (\$25)
www.scstatehouse.gov/coderegs/Chapter%2010.pdf
 - 3. Dental Technician
 - Board-owned exam
 - 100 items, 120 minutes, 75 passing.
 - Monthly, low volume
 - Exam cost set by Chapter 10 (\$25)
www.scstatehouse.gov/coderegs/Chapter%2010.pdf

3.7 Program Goals

Contractor shall meet the following goals:

- A. Contractor must provide computerized examinations for professional licensing boards.
- B. Contractor must provide ample testing slots for applicants.
- C. Contractor must ensure applicants have the ability to schedule examinations within standard business hours.
- D. Contractor must provide daily test results and monthly report of number of examinations taken and the pass/fail rate.
- E. Contractor must meet with the Board or the Department on an “as requested basis” as directed by the Department.

3.8 Required Results

- A. Contractor must provide applicants the means to schedule an examination either online via the internet or through a testing center at least 5 days a week for 8 hours a day.
- B. Examination must be available 6 days a week.

3.9 Deliverables

- A. Contractor must submit examination results as a Pass/Fail with the score by a secure electronic data submission daily.
- B. Contractor must provide a monthly report of number of examinations taken and the pass/fail rate.

3.10 Current Level of Performance

Currently the boards utilize third party computerized testing for examinations. Peak times are graduation in May and December. The State expects that results will be automatic upon implementation of computerized testing. The practical exams may take no longer than 3 weeks for individuals to receive the results.

3.11 Minimum Level of Success

- A. Contractor must provide applicants multiple sites and time slots to apply for the examinations.
- B. Contractor must provide a testing slot within 2 business days of request.
- C. Contractor must provide daily electronic submission of results to LLR via API system.
- D. Contractor must provide a safe environment for the applicant and the security of the examination material from being compromised.

3.12 Contracting Officer Representative

- A. Meredith Buttler is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Using Entity without prior notice to the Contractor and without modification to the contract. The COR is located at:
Phone Number: (803) 704-8815
E-mail: Meredith.buttler@llr.sc.gov
- B. The responsibilities and limitations of the COR are as follows:
1. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the Contractor and Procurement Officer.
 2. The COR is responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
 3. The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

3.13 Provisions

It is the responsibility of each applicant to contact the Contractor to schedule an examination either online via the internet or through a testing center. Contractor shall have a pathway where the applicant can schedule the examination online and/or using a call center. Data shall automatically forward into LLR's collection center.

3.14 Change Management Process

Contractor shall discuss and seek approval from the COR for all changes affecting this contract relevant to any changes to examination questions or examination cost increase. Final approval to contract will be approved by the authorized agent. See clause AUTHORIZED AGENT (FEB 2015).

3.15 Communications Plan

Contractor shall provide an electronic submission daily of the examination results. Contractor must also provide a monthly report of number of examination taken and the pass/fail rate.

3.16 Applicant Submission Process

1. For all boards, applicants will submit an application to the boards for examination pre-approval. An electronic submission will be emailed to the Contractor with identifying information that an applicant is eligible to take the examination.
2. For Barber and Cosmetology, applicants seeking to retake a failed examination must first attain approval from the Board. Upon approval, an electronic submission will be submitted to the testing service indicating approval for reexamination.

3.17 Payment

Contractor's compensation shall be solely in the form of testing examinations from the applicant. The Contractor determines payment methods.

3.18 End of Contract Concerns

Contractor shall store exam results and any materials owned by the State through the duration of this contract. Contractor shall return all exam questions or other materials owned by the board or agency in a secure electronic format within 30 days of the termination of this agreement.

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

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

Instructions for Technical Proposal

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

Offerors shall submit all the following documents (as applicable) for the purposes of evaluation or their offers may be deemed non-responsive. Offerors should follow the listed format:

Response Format

- 1 Cover Page
- 2 Table of Contents
- 3 Solicitation Documents
 - 3.1 Cover Signed Page One & Two of this Solicitation (Company information, applicable signatures, and acknowledgement of Amendments if applicable)
 - 3.2 Minority Participation
 - 3.3 Attachment C – Service Provider Security Assessment Questionnaire
- 4 Technical Response
 - 4.1 **Detailed Functional/Technical Requirement (Limit 15 Pages)**
 - 4.1.1. Provide a work plan that demonstrates a full understanding of the services required and a proposed method to accomplish all the tasks outlined in Part III-Scope of Work. Ensure your work includes the following:
 - 4.1.1.1. Demonstrate flexibility of applicants to complete the testing requirements.
 - 4.1.1.2. Multiple locations of testing (in-state and out of state)
 - 4.1.1.3. Provide a plan as to how you will maintain a secure databank of test questions and answers.
 - 4.1.1.4. Provide security measures for any required transmission of personal confidential information for candidates with applicable provisions and responsibility for all required response, liability, and actions in the event of a data breach of their system.
 - 4.1.1.5. Provide a plan as to how you will identify candidates uniquely that does not include the social security number of the candidate.
 - 4.2 **Qualifications and Experience (Limit 10 Pages)**
 - 4.2.1. Demonstrate experience in developing, offering, securing, and validating professional examinations within the past five (5) years similar to those being requested in this proposal.
 - 4.2.2. Provide the method to be used for open communication with the boards and agencies COR.
 - 4.2.3. Number of staff to retrieve, review and update information for submission to LLR boards. On a daily basis and during peak times.
 - 4.2.4. Provide a minimum of three (3) references for previous jobs similar to this project and provide details of similarities. These references must relate to work that was completed within the past five (5) years. If fewer than three (3) references are provided, the Contractor must include information as to why fewer than three (3) references were provided.
 - 4.2.5. Provide a summary of experience developing national quality theory and practical examinations.

Business (Price) Proposal

1 The Offeror must submit their Price Proposal as a separate document on the Excel Workbook provided. The Excel Workbook has been attached separately. See Attachment D Cost Sheet for Price Proposal.

***The Offeror's Price Proposal must be submitted as a separate document. If responding online, the Price Proposal must be uploaded to the system as a separate document.**

If you fail to provide the following items above, your proposal may be rejected.

MINORITY PARTICIPATION (APR 2024)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (.) [04-4015-4]

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (APR 2024)

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. [04-4027-2]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

If requested by the Procurement Officer, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December 1984), as amended.]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (e) A list of every South Carolina public body for which supplies, or services have been provided at any time during the past three years, if any.
- (f) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

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

EVALUATION FACTORS -- PROPOSALS (MODIFIED)

Offers will be evaluated using only the factors stated below. Offers may be compared and evaluated against each other using the published evaluation criteria as the basis for that comparison and evaluation. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

- 1. Detailed Functional/Technical Requirements** **Maximum 50 Points**
 - The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP.
- 2. Experience/Qualifications** **Maximum 30 Points**
 - The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications.
- 3. Price** **Maximum 20 Points**
 - Points will be provided by the Procurement Officer. The Procurement Officer will assign points using the Total Evaluated Amount in Attachment D. In calculating the Price Proposal points the offer with the lowest "Total Price Proposal Evaluated Amount" receives the maximum Price Proposal points allowed. All other proposals receive a percentage of the points available based on their price relationship to the lowest. This is determined by applying the following formula:

(Lowest Price/Your Price) *Max Points for Price = Points Awarded for Price

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

[07-7A020-1]

DISPUTES (MAY 2024)

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

EFT INFORMATION (APR 2024)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option

terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (MAY 2024)

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

OPEN TRADE (JUN 2015)

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

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

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

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

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

PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the

Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the

Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

- (a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.
- (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.
- (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

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

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

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

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

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

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

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE – PRE-PERFORMANCE (MODIFIED)

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

CONTRACTOR'S LIABILITY INSURANCE – GENERAL (FEB 2015)

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

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

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

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

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

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

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

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

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

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

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

[07-7B056-2]

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

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

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

(b) Coverage must include claims for:

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

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

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

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

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

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

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

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

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

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

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

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

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

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

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

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

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

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

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

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

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

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

Voice means all oral information regardless of transmission protocol.

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

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B105-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)

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

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

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

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

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

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

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

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

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

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

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

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

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

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

LICENSES AND PERMITS (JAN 2006)

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

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

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

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

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

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

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

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

[07-7B160-1]

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

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

PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS & SERVICES” (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

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

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

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

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

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (MODIFIED)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term.

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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

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

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (JAN 2006)

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

A completed price proposal which is “Attachment D” of this solicitation is required and must be submitted **separately**. The completed “Attachment D” should be saved and attached as an Excel document in the online bidding system.

[08-8015-1]

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

ATTACHMENT A: IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

ATTACHMENT B: OFFEROR'S CHECKLIST—AVOID COMMON BID/PROPOSAL MISTAKES

ATTACHMENT C: SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

ATTACHMENT D: PRICE PROPOSAL (Separate Excel Attachment in SCEIS)

ATTACHMENT A

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: <https://dor.sc.gov>

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>
[09-9005-4]

ATTACHMENT B

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.

[09-9010-1]

Attachment C

Service Provider Security Assessment Questionnaire

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

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

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

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

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

By: _____ (authorized signature)


_____ (printed name of person signing above)

Its: _____

(title of person signing above)

Date: _____

Exhibit C

| | | | |
|---|---|----------------------|---|
|  | State of South Carolina AMENDMENT 1 | Solicitation: | 5400027782 |
| | | Date Issued: | 03/06/2025 |
| | | Procurement Officer: | JON BAYSDEN |
| | | Phone: | 803-896-5304 |
| | | E-Mail Address: | jbaysden@mmo.sc.gov |
| | | Mailing Address: | SFAA, Div. of Procurement Services, 1201 Main Street, Suite 600 Columbia SC 29201 |

DESCRIPTION: **Computerized Testing Services for Business Licensing Boards**

USING GOVERNMENTAL UNIT: **South Carolina Department of Labor, Licensing, & Regulation**

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

SUBMIT OFFER BY (Opening Date/Time): **04/24/2025 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **03/19/2025 12:00 PM ET**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Two (2) Online submissions – One (1) Original and One (1) Redacted Copy**

Initial here if NO redacted copy is necessary _____

See Section II A "Submitting Confidential Information" clause, and Section IV "Submitting Redacted Offers" clause

| | |
|--|---|
| CONFERENCE TYPE: Non-Mandatory Pre-Proposal Conference | LOCATION: |
| DATE & TIME: 03/18/2025 10:00 AM ET (Virtual) | Virtual MSTEAMS Link – Email |
| | jbaysden@mmo.sc.gov if link needed. |
| (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions) | (See Section IIB "Conference – Pre-Bid/Proposal" clause) |

| | |
|--------------------|--|
| AWARD & AMENDMENTS | Award will be posted on 06/02/2025 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov |
|--------------------|--|

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **ninety (90)** calendar days after the Opening Date.
(See "Signing Your Offer" provision.)

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

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

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

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

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 | _____ Order Address same as Home Office Address |
| _____ Payment Address same as Notice Address (check only one) | _____ 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 (%) |
|---|----------------------|----------------------|----------------------|-------------------------|

| |
|--|
| PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): |
| Preferences do NOT apply to Requests for Proposals per SC Consolidated Procurement Code §11-35-1524(E)(5) |

| |
|--|
| PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: |
| Preferences do NOT apply to Requests for Proposals per SC Consolidated Procurement Code §11-35-1524(E)(5) |

QUESTIONS FROM VENDORS

Computerized Testing Services

SOLICITATION 5400027782

AMENDMENTS TO SOLICITATION (JAN 2004)

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

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The Solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

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

1. 3.4, B and 3.5, A. We see that NIC examinations (National Interstate Council of State Boards of Cosmetology exams) are currently required. Is the Department open to another proven suite of national examinations for this contract?
State's Response:
SC Regulation 35-5(C) require the Cosmetology board to use the NIC examination. The board is not considering any other testing examination.
2. The RFP specifies a contract award date of June 2nd and a due date of April 24th; presumably, evaluation and contracting will take at least one month, if not more. At the same time, the RFP provides a contract start date of June 12th. As such, if the contract were signed early June, this seems to indicate that the program would launch two weeks later, which is not possible for any vendor aside from the incumbent.
 - a) Would the Division extend the launch date to at least 120 days from contract award in order to allow bidders other than the incumbent to have a fair and reasonable opportunity to compete for this contract? A typical transition requires numerous contractual, technical, procedural, content development, psychometric, publishing, quality control, and other administrative requirements to be completed before exams can be administered. In this instance, such activities may not be complete within ten business days from the date of award.
State's Response:
The State is willing to extend the launch date to the highest ranked Responsive and Responsible Offeror. The following changes have been made to Section IV INFORMATION FOR OFFERORS TO SUBMIT: UNDERLINED RED TEXT is added to the original provision.
 - 4.1 Detailed Functional/Technical Requirement (Limit 15 Pages)**
 - 4.1.1. *Provide a work plan that demonstrates a full understanding of the services required and a proposed method to accomplish all the tasks outlined in Part III-Scope of Work. Ensure your work includes the following:*
 - 4.1.1.1. *Demonstrate flexibility of applicants to complete the testing requirements.*
 - 4.1.1.2. *Multiple locations of testing (in-state and out of state)*
 - 4.1.1.3. *Provide a plan as to how you will maintain a secure databank of test questions and answers.*
 - 4.1.1.4. *Provide security measures for any required transmission of personal confidential information for candidates with applicable provisions and responsibility for all required response, liability, and actions in the event of a data breach of their system.*
 - 4.1.1.5. *Provide a plan as to how you will identify candidates uniquely that does not include the social Security number of the candidate.*
 - 4.1.1.6. Provide an implementation schedule – to include, but not limited to, the number of days from contract award to launch date.
 - b) Accordingly, if the incumbent is not re-awarded the contract, does the Division retain the contractual right with the

incumbent to direct that it coordinate with the follow-on contractor in a reasonable transition process, subject to review by the Division, in order to avoid any potential disruption in exam delivery?

State's Response:

No. The current contract does not include Disengagement Services. The current contract does state the following:

End of Contract Concerns


Contractor shall store exam results and any materials owned by the State through the duration of the contract. Contractor shall return all exam questions or other materials owned by the board or agency in a secure electronic format within 30 days of the termination of this agreement.

3. Section 3.5 A states that cosmetology exams “currently requires National Interstate Council (NIC) of State Boards of Cosmetology exam.” Would the Division consider other national cosmetology examinations beyond NIC?

State's Response:

See State's response to question 1.

Exhibit D

| | | |
|---|--|--|
|  | <p align="center">State of South Carolina</p> <p align="center">AMENDMENT 2</p> | <p>Solicitation: 5400027782 Date Issued: 03/24/2025 Procurement Officer: JON BAYSDEN Phone: 803-896-5304 E-Mail Address: jbaysden@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, 1201 Main Street, Suite 600 Columbia SC 29201</p> |
|---|--|--|

DESCRIPTION: **Computerized Testing Services for Business Licensing Boards**

USING GOVERNMENTAL UNIT: **South Carolina Department of Labor, Licensing, & Regulation**

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

SUBMIT OFFER BY (Opening Date/Time): **04/24/2025 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **03/19/2025 12:00 PM ET EXPIRED**
 (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Two (2) Online submissions – One (1) Original and One (1) Redacted Copy**

Initial here if NO redacted copy is necessary _____

See Section II A "Submitting Confidential Information" clause, and Section IV "Submitting Redacted Offers" clause

| | |
|--|--|
| <p>CONFERENCE TYPE: Non-Mandatory Pre-Proposal Conference DATE & TIME: 03/18/2025 10:00 AM ET (Virtual) EXPIRED</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p> | <p>LOCATION: Virtual MSTEAMS Link – Email jbaysden@mmo.sc.gov if link needed.</p> <p>(See Section IIB "Conference – Pre-Bid/Proposal" clause)</p> |
|--|--|

| | |
|--------------------------------------|--|
| <p>AWARD & AMENDMENTS</p> | <p>Award will be posted on 06/02/2025. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p> |
|--------------------------------------|--|

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **ninety (90)** calendar days after the Opening Date.
 (See "Signing Your Offer" provision.)

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

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

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

| | |
|---|--|
| 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 | _____ Order Address same as Home Office Address |
| _____ Payment Address same as Notice Address (check only one) | _____ 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 (%) |
|---|----------------------|----------------------|----------------------|-------------------------|

| |
|--|
| PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): |
| Preferences do NOT apply to Requests for Proposals per SC Consolidated Procurement Code §11-35-1524(E)(5) |

| |
|--|
| PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: |
| Preferences do NOT apply to Requests for Proposals per SC Consolidated Procurement Code §11-35-1524(E)(5) |

QUESTIONS FROM VENDORS
Computerized Testing Services for Business Licensing Boards
SOLICITATION 5400027782

AMENDMENTS TO SOLICITATION (JAN 2004)

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

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The Solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

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

1. I've reviewed SC Regulation 35-5(C) and it states "The board may subscribe to the National Interstate Council of State Boards of Cosmetology Testing Service or such other testing service as selected by the board for the theory portion of the examination." Has the board made an official decision not to use another test service?

State's Response:

SC Regulation 35-5(C) require the Cosmetology board to use the NIC examination. No other testing providers have requested consideration for Board approval, therefore the NIC examination is the only board-accepted examination.

2. Section 3.3. of the RFP indicates the Scope includes three levels of the Auctioneer exam (General, Apprentice, and Auction Firm). However, Attachment D does not distinguish the volumes of these levels; rather it provides a 175 sum total. Given the price point for two of three Auctioneer exams is set by Chapter 10 (\$25), are bidders to populate cell D5 with a proposed fee only for the Auction Firm exam?

State's Response:

The following changes have been made to Section III SCOPE OF WORK/SPECIFICATIONS: UNDERLINED RED TEXT is added to the original provision. STRICKEN TEXT is deleted.

3.3 Overview/Requirements (AUCTIONEERS)

A. Three (3) professions are required to pass an exam prior to being licensed.

1. Auctioneer (General)

- Board-owned exam with a new exam waiting for implementation.
- 100 items, 240 minutes, 70 passing.
- Weekly, Low volume
- ~~Exam cost set by Chapter 10 (\$25)~~ **Chapter 10 is silent on fee.**
www.sstatehouse.gov/coderegs/Chapter%2010.pdf

2. Auctioneer (Apprentice)

- Board-owned exam with a new exam waiting for implementation.
- 50 items, 120 minutes, 70 passing.
- Weekly, Low volume

- ~~Exam cost set by Chapter 10 (\$25)~~ Chapter 10 is silent on fee.
www.sctesthouse.gov/coderegs/Chapter%2010.pdf

3. Auction Firm

- Board-owned exam with a new exam waiting for implementation.
- 50 items, 120 minutes, 70 passing.
- Weekly, Low volume
- Chapter 10 is silent on fee.

3. Section 3.6. of the RFP indicates the Scope includes three Dentistry exams (Administer Infiltration Certificate, Nitrous Oxide Certificate, and Dental Technician). All three exams are set by Chapter 10 at \$25. However, Attachment D, Cell D20 would suggest bidders populate an exam fee. Can the Division clarify?

State's Response:

The following changes have been made to Section III SCOPE OF WORK/SPECIFICATIONS: UNDERLINED RED TEXT is added to the original provision. STRICKEN TEXT is deleted.

3.6 Overview/Requirements (DENTISTRY)

A. Three (3) certificate exams

1. Administer Infiltration Certificate

- Board-owned exam.
- 50 items, 120 minutes, 76 passing.
- Weekly, Low volume
- ~~Exam cost set by Chapter 10 (\$70)~~ Chapter 10 is silent on fee.
www.sctesthouse.gov/coderegs/Chapter%2010.pdf

2. Nitrous Oxide Certificate

- Board-owned exam
- 25 items, 60 minutes, 76 passing.
- Weekly, Medium-high volume
- ~~Exam cost set by Chapter 10 (\$25)~~ Chapter 10 is silent on fee.
www.sctesthouse.gov/coderegs/Chapter%2010.pdf

3. Dental Technician

- Board-owned exam
- 100 items, 120 minutes, 75 passing.
- Monthly, low volume
- ~~Exam cost set by Chapter 10 (\$25)~~ Chapter 10 is silent on fee.
www.sctesthouse.gov/coderegs/Chapter%2010.pdf

4. Will the board consider an equivalent exam that meets the same standards as the NIC exam, as permitted under SC Regulation 35-5(C)?

State's Response:

Regulations allow the board to consider other testing services, and any such requests must be made to the Board separate from this proposal. The agency cannot provide insight or speak to what the board will and will not consider.

5. **Mode of exam delivery.** Is the Division open to remote proctoring (online testing) as an option for theory exams?

State's Response:

The decision to accept remote proctoring would be determined by the respective boards.

Materials Management Office
Vendor Response Form

Exhibit E

Sol # 5400027782

Change Date To: 00/00/0000 00/00/0000 00/00/0000 00/00/0000 4/24/2025

00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000

00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000 00/00/0000

Issue Date: 2/25/2025 Opened by Scott Hawkins

Buyer: BAYSDEN

RFP

Witnessed by BBS/SRM

Description: Computerized Testing Services for Business Licensing Boards

Agency: South Carolina Department of Labor, Licensing, & Regulation

Other NOTES:

| Bidder | Code |
|--------------------------------------|---------------------------|
| 1. PROV INC SRM | 7000365705 |
| 2. PSI SERVICES LLC SRM | 7000064243 |
| 3. Click here to enter text. SRM | Click here to enter text. |
| 4. Click here to enter text. SRM | Click here to enter text. |
| 5. Click here to enter text. SRM | Click here to enter text. |
| 6. Click here to enter text. SRM | Click here to enter text. |
| 7. Click here to enter text. SRM | Click here to enter text. |
| 8. Click here to enter text. SRM | Click here to enter text. |
| 9. Click here to enter text. SRM | Click here to enter text. |
| 10. Click here to enter text. SRM | Click here to enter text. |

| | |
|---|---------------------------|
| 11 Click here to enter text. SRM | Click here to enter text. |
| 12 Click here to enter text. SRM | |
| 13 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 14 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 15 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 16 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 17 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 18 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 19 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 20 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 21 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 22 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 23 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 24 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 25 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 26 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 27 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 28 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 29 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 30 Click here to enter text. Click here to enter text. | Click here to enter text. |
| 31 Click here to enter text. Click here to enter text. | Click here to enter text. |

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Exhibit F

5400027782 Computerized Testing Services for Business Licensing Boards

Prov Inc.

| Evaluation Criteria | Max Points | Eval. 1 | Eval. 2 | Eval. 3 | | | | Total |
|--|------------|---------|---------|---------|--|--|--|---------------|
| Detailed Functional/Technical Requirements | 50 | 48 | 48 | 45 | | | | 141.00 |
| Experience/Qualifications | 30 | 29 | 29 | 25 | | | | 83.00 |
| Price Proposal | 20 | 14.79 | 14.79 | 14.79 | | | | 44.37 |
| | | | | | | | | |
| TOTAL | 100 | | | | | | | 268.37 |
| Offeror's Mean Score | 89.46 | | | | | | | |
| | | | | | | | | |

PSI Services LLC

| Evaluation Criteria | Max Points | Eval. 1 | Eval. 2 | Eval. 3 | | | | Total |
|--|------------|---------|---------|---------|--|--|--|---------------|
| Detailed Functional/Technical Requirements | 50 | 30 | 30 | 30 | | | | 90.00 |
| Experience/Qualifications | 30 | 30 | 28 | 25 | | | | 83.00 |
| Price Proposal | 20 | 20 | 20 | 20 | | | | 60.00 |
| | | | | | | | | |
| TOTAL | 100 | | | | | | | 233.00 |
| Offeror's Mean Score | 77.67 | | | | | | | |

Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Meredith Buttlar

Evaluator's Number: 1
(OSP will assign)

Offeror's Name: (Please Print) Prov, Inc.

| EVALUATION CRITERIA: | POINTS ALLOWED | POINTS AWARDED |
|---|-------------------|-------------------|
| 1. Detailed Functional/Technical Requirements The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP. | 50 | <u>48</u> |
| 2. Experience/Qualifications The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications. | 30 | <u>29</u> |
| Possible Points | 80 | |
| <u>TOTAL POINTS AWARDED</u> | | <u>77</u> |

Evaluator's Signature:  Date: 4/15/2025

EVALUATOR SCORE SHEET
Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Meredith Butler

Evaluator's Number: 1
(OSP will assign)

Offeror's Name: (Please Print) Prov, Inc.

In an effort to support my evaluation of this RFP, I hereby provide the following:

1. Detailed Functional/Technical Requirements

offeror's proposal provides detailed description of user interface and
customer experience, meeting scope of work requirements. Detailed implementation
schedule ~~add~~ clearly presented and demonstrates comprehension of
onboarding needs.

2. Experience/Qualifications

Demonstrated ability to develop and administer state specific examination
along. ~~with~~ Possess recent experience with onboarding states for the NIC
theory and practical exams.

NOTE: If needed, please provide additional pages to support your explanation.

Evaluator's Signature:  Date: 4/15/2025

Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Meredith Butler Evaluator's Number: 1
(OSP will assign)

Offeror's Name: (Please Print) PSI Services, LLC

| EVALUATION CRITERIA: | POINTS ALLOWED | POINTS AWARDED |
|---|-------------------|-------------------------------|
| 1. Detailed Functional/Technical Requirements The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP. | 50 | <u>30</u> |
| 2. Experience/Qualifications The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications. | 30 | <u>30 30</u> mb |

Possible Points 80

TOTAL POINTS AWARDED 60

Evaluator's Signature:  Date: 4/15/2025

EVALUATOR SCORE SHEET
Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Meredith Buttlar

Evaluator's Number: 1
(OSP will assign)

Offeror's Name: (Please Print) PSI Services, Inc

In an effort to support my evaluation of this RFP, I hereby provide the following:

1. Detailed Functional/Technical Requirements

~~Proposed work plan did not~~ Review of the proposal did not indicate offeror's ability to provide the NIC examination nor was a process outlined for attaining the boards approval of alternate examination.

2. Experience/Qualifications

Met qualification and experience requirements.

NOTE: If needed, please provide additional pages to support your explanation.

Evaluator's Signature:  Date: 4/15/2025

Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Chip Sharpe

Evaluator's Number: 3
(OSP will assign)


Offeror's Name: (Please Print) PROU

| EVALUATION CRITERIA: | POINTS ALLOWED | POINTS AWARDED |
|---|-------------------|-------------------|
| 1. Detailed Functional/Technical Requirements The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP. | 50 | <u>45</u> |
| 2. Experience/Qualifications The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications. | 30 | <u>25</u> |

Possible Points 80

TOTAL POINTS AWARDED

70

Evaluator's Signature: 

Date: 5/15/2025

EVALUATOR SCORE SHEET
Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Chip Sharro

Evaluator's Number: 3
(OSP will assign)

Offeror's Name: (Please Print) PROV

In an effort to support my evaluation of this RFP, I hereby provide the following:

1. Detailed Functional/Technical Requirements

The offer gave a very detailed technical response that included encryption technologies that go above industry standards. The availability of classes and technical support for candidates had great coverage.

2. Experience/Qualifications

Being an NTC partner is a high value to our agency.

NOTE: If needed, please provide additional pages to support your explanation.

Evaluator's Signature: Chip Sharro

Date: 3/15/2025

Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Chip Sharpe

Evaluator's Number: 3
(OSP will assign)

Offeror's Name: (Please Print) PST Services

| EVALUATION CRITERIA: | POINTS ALLOWED | POINTS AWARDED |
|---|-------------------|-------------------|
| 1. Detailed Functional/Technical Requirements The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP. | 50 | <u>30</u> |
| 2. Experience/Qualifications The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications. | 30 | <u>25</u> |

Possible Points 80

TOTAL POINTS AWARDED 55

Evaluator's Signature:  Date: 5/15/2025

EVALUATOR SCORE SHEET
Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Chip Sharpe

Evaluator's Number: 3
(OSP will assign)

Offeror's Name: (Please Print) PST Services

In an effort to support my evaluation of this RFP, I hereby provide the following:

1. Detailed Functional/Technical Requirements

No outline of getting their exam approved by board or offering the NTC exam. This affected the degree of completeness.

2. Experience/Qualifications

Met qualifications.

NOTE: If needed, please provide additional pages to support your explanation.

Evaluator's Signature: 

Date: 3/15/2025


Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Joimideketu

Evaluator's Number: 2
(OSP will assign)

Offeror's Name: (Please Print) Prov

| EVALUATION CRITERIA: | POINTS ALLOWED | POINTS AWARDED |
|---|-------------------|-------------------|
| 1. Detailed Functional/Technical Requirements The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP. | 50 | <u>48</u> |
| 2. Experience/Qualifications The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications. | 30 | <u>29</u> |
| Possible Points | 80 | |
| <u>TOTAL POINTS AWARDED</u> | | <u>77</u> |

Evaluator's Signature:  Date: 5/15/25

EVALUATOR SCORE SHEET
Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print)

Joimutter

Evaluator's Number:

2

(OSP will assign)

Offeror's Name: (Please Print)

Prov

In an effort to support my evaluation of this RFP, I hereby provide the following:

1. Detailed Functional/Technical Requirements

The offeror had multiple test locations in and out of state. Prov also had availability to candidates and flexibility to register for exams. The encryption system had secure server which meets the requirements.

2. Experience/Qualifications

Prov provided references from other states. The offeror also is sponsored by NIC and has assisted with other exams, such as dental and others. Serves over 17 states in testing.

NOTE: If needed, please provide additional pages to support your explanation.

Evaluator's Signature:

Joimutter

Date:

5/15/25

Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print) Joi Middleton

Evaluator's Number: 2
(OSP will assign)

Offeror's Name: (Please Print) PSI Services

| EVALUATION CRITERIA: | POINTS ALLOWED | POINTS AWARDED |
|---|-------------------|-------------------|
| 1. Detailed Functional/Technical Requirements The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP. | 50 | <u>30</u> |
| 2. Experience/Qualifications The degree, completeness, capacity, and suitability of the Offeror's response regarding experience and qualifications. | 30 | <u>28</u> |
| Possible Points | 80 | |
| <u>TOTAL POINTS AWARDED</u> | | <u>58</u> |

Evaluator's Signature: Joi Middleton Date: 5/15/25

EVALUATOR SCORE SHEET
Computerized Testing Services for Business Licensing Boards
RFP # 5400027782

Evaluator's Name: (Please Print)

Joi Middleton

Evaluator's Number:

2

(OSP will assign)

Offeror's Name: (Please Print)

PSI Services

In an effort to support my evaluation of this RFP, I hereby provide the following:

1. Detailed Functional/Technical Requirements

The offeror has availability to test in several locations. The proposal did not include a plan for the required examination as prescribed in the requirements.

2. Experience/Qualifications

The offeror met the qualifications for the experience. PSI provided references and other jurisdictions the company has assisted with examinations.

NOTE: If needed, please provide additional pages to support your explanation.

Evaluator's Signature:

Joi Middleton

Date:

5/15/25

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: June 02, 2025

Solicitation: 5400027782

Description: Computerized Testing Services for Business Licensing Boards

Agency: Dept of Labor, Licensing & Regulation

The State intends to award contract(s) noted below. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b), or the award is otherwise suspended or canceled, this document becomes the final Statement of Award effective, **June 12, 2025**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

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

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to: protest-mmo@mmo.sc.gov, or

(b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400037212

Awarded To: PROV INC (7000365705)
150 WEST CIVIC CENTER DR STE 601
SANDY UT 84070

Total Potential Value: \$ 3,606,950.00

Maximum Contract Period: June 12, 2025 through June 11, 2030

| Item | Description | Total |
|-------|-------------------------------|-----------------|
| 00001 | Computerized Testing Services | \$ 3,606,950.00 |

Procurement Officer
JON BAYSDEN