



State of South Carolina

Request for Proposal

Solicitation Number	07-S7302
Date Printed	08/15/2006 10:04 AM
Date Issued	08/15/2006
Procurement Officer	Georgia Gillens, CPPB, CPM
Phone	(803) 737-0615
E-Mail Address	ggillens@mmo.state.sc.us

DESCRIPTION: Administration, Scoring and Reporting of the SC Exit Examination in Mathematics and English Language Arts (HSAP)

USING GOVERNMENTAL UNIT: EDUCATION DEPT ACCOUNT PAYABLE

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

SUBMIT OFFER BY (Opening Date/Time): **10/03/2006 02:30 pm** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **08/28/2006 4:00 PM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and Ten (10) copies (marked 'copy')**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Materials Management Office
P.O. Box 101103
Columbia, S.C. 29211

PHYSICAL ADDRESS:

1201 Main St. - Suite 600
Capitol Center
Columbia, S.C. 29201

See "Submitting Your Offer" provision

CONFERENCE TYPE: None Scheduled DATE & TIME:	LOCATION: Not Applicable
As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 10/26/2006 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

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

STATE OF INCORPORATION	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code</td> <td style="width: 25%;">Number</td> <td style="width: 25%;">Extension</td> <td style="width: 35%;">Facsimile</td> </tr> <tr> <td colspan="4">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
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)
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<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____ *ADDRESS AND PHONE OF IN-STATE OFFICE <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address <p style="text-align: right;">(CHECK ONLY ONE)</p>
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PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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Solicitation Outline

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

I. SCOPE OF SOLICITATION

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

MAXIMUM CONTRACT PERIOD — ESTIMATED (January 2006): **Date of Award Through June 30, 2008.** 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".

It is the intent of the State of South Carolina, Materials Management Office (the State) to solicit proposals for the production, administration, scoring, and reporting of the High School Assessment Program (HSAP) ELA and mathematics tests for two administrations—Spring 2007 and Summer 2007.

To be considered responsive to this document, all proposals must be complete and convey all of the information requested in this Request for Proposals (RFP). If the proposal fails to conform to the essential requirements of the RFP, the State and the State alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be composed of the RFP documents, including any attachments and amendments, and the successful Offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

HSAP is administered three times per year to public high school and adult education center students in two subject areas: English language arts (ELA) and mathematics. Results for each test are reported as scale scores in one of four achievement levels called Level 1, Level 2, Level 3, and Level 4. Students must score at or above Level 2 on both subjects tested to meet the exit examination requirement for a South Carolina high school diploma. Scoring at Level 3 or higher on each test meets the level of "proficient" under the No Child Left Behind Act. This contract will include the production, administration, scoring, and reporting of tests to eligible students, including customized versions of these tests for students with disabilities.

The administration of HSAP involves the South Carolina Department of Education (hereafter referred to as the "Department"), eighty-five (85) school districts, several special school districts, and approximately 303 schools and adult education centers. The program is administered through the Office of Assessment, Division of Curriculum Services and Assessment, South Carolina Department of Education.

Cooperating with the Department in the administration of the program is a District Test Coordinator (DTC) in each of the school districts, special districts, and special schools. Administration of the testing program within the schools in a district is under the direction and responsibility of the DTC.

Except where specified in this RFP, all requested deliverables constitute services to be rendered and products to be delivered during the duration of the contract period by the Contractor. In the event that the HSAP or the statewide assessment program, in general, is in any way altered, modified, or restricted by action of the South Carolina General Assembly, the State Board of Education, or the State Superintendent of Education, the Department reserves the right to modify this contract to conform with those changes. Since HSAP also serves to meet the federal requirements for assessment in high school, the Department reserves the right to modify this contract to conform to changes in the No Child Left Behind Act of 2001, 20 USC 6301 et seq. (2002).

In the event that the testing programs are eliminated in whole or in part during this contract, the contract will remain in effect to provide testing and scoring services for those test(s) still given. If the tests in either content area are eliminated and subsequently resumed during the life of this contract, the Contractor shall be obligated to provide services for the tests as if they were never eliminated, at the cost stipulated in the proposal.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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

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

BOARD – means the South Carolina Budget & Control Board.

BUYER – means the Procurement Officer.

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

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

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

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

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

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

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

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

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

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

YOU and YOUR – means Offeror.

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

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

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

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

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

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: 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.

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

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

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

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

BOARD AS PROCUREMENT AGENT (AUG 2004) (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board 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 Board is not a party to such contracts, unless and to the extent that the board 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

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

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

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

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

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

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

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

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

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

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

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

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JANUARY 2006) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

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

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

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

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

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

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

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

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

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

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

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

SIGNING YOUR OFFER (JANUARY 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c)

above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit

and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

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

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

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

VENDOR REGISTRATION MANDATORY (JANUARY 2006): 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 "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, you can update your information by selecting "Change Vendor Registration." (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 <http://www.scbos.com/default.htm>.)

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

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

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

MAIL PICKUP (JANUARY 2006): The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OFFERING BY ITEM (JANUARY 2006): Offers may be submitted for one or more items.

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

PROTEST – CPO - MMO ADDRESS (JUNE 2006): 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, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

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

III. SCOPE OF WORK / SPECIFICATIONS

DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JANUARY 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

SC DEPARTMENT OF EDUCATION
OFFICE OF ASSESSMENT
1429 SENATE ST.
COLUMBIA, SCC 29201

1.0 GENERAL PROGRAM REQUIREMENTS

The scope of work provided in this Request for Proposals is based upon requirements of the Education Accountability Act of 1998 (EAA), S.C. Code Ann. § 59-18-300 (Supp. 2004). Specific requirements are presented in detail within the remainder of this RFP.

Offerors must address, as a minimum, all of the following items in their proposals.

- Producing, printing, packaging, and distributing all materials associated with the HSAP program, including, but not limited to, test booklets, test manuals, user's guides, and memos. Production of the test materials involves printing documents from a blackline or developing materials as described in this RFP.
- Producing, printing, packaging, and distributing all customized test materials including, but not limited to, large print test booklets, loose leaf test booklets, Braille test forms and materials, and test forms and materials for students who are deaf or hard of hearing. The Braille forms and forms for students who are deaf or hard of hearing may contain items that are different from the items on the Form A operational form.
- Provide for delivery and return of all secure materials to and from school districts to the Contractor.
- Provide procedures for maintaining security on all tests/items throughout the production and implementation.
- Coordinate, facilitate, and provide training for district and school test administrators.
- Provide scanning, scoring, and reporting services.

- Provide specified statistics for each operational test item.
- Produce and distribute score reports at the student, class, school, district, and state levels to districts and the state.
- Produce district and state data files.
- Develop, edit, proof, update, and/or revise memos, a user's guide to score reports, and Web site materials.
- Provide a technical report.
- Coordinate and implement a planning meeting, pretest and posttest workshops, conference calls, status reports, and other administrative functions as specified in this RFP.

1.01 Students Tested And Enrollment Projections

The HSAP administrations covered in the scope of this RFP are the spring 2007 and summer 2007 administrations only.

Students included in the HSAP will be distributed among approximately 240 schools and 63 adult education centers. All South Carolina public high school and adult education students participate in the HSAP for the first time in the second spring after their initial enrollment in the ninth grade with one exception. Approximately 325 students with severe cognitive impairments take an alternative assessment that is not included within this RFP.

Students who were previously eligible to take the HSAP tests, but who missed the test(s) or who did not score at or above Level 2, the achievement level required for a South Carolina high school diploma, take the test at each subsequent administration until they do score at the required level. However, the summer administration of HSAP is limited to students who are planning to graduate before the beginning of the next school year.

Projected numbers of students to be tested for the two administrations are presented in Table 1. Estimates for the numbers of customized materials needed are provided in Appendix A.

Table 1
Projected Numbers of Students to be Tested

	Spring 2007	Summer 2007
English Language Arts	57,000	600
Mathematics	61,000	600

The Contractor must include overage printing allowances of 10% at the district level and 5% at the school level for all test materials related to HSAP administration except customized materials. The Contractor must maintain a sufficient overage of materials to respond to shortages.

Cost estimates related to the production and distribution of class level materials (e.g., headers, manuals) must be calculated on the basis of one (1) document for every 20 students plus overage. In addition, the Contractor must also provide test administration manuals and user guides for score reports for the workshops, district offices and the Department as specified in this RFP.

For purposes of responding to this RFP, the Offeror must base all student-related cost estimates on these projected enrollment figures. Since the figures provided in Table 1 and Appendix A are estimates, Offerors must provide per pupil or unit costs in their cost proposal, where applicable, so that contract amounts may be adjusted appropriately due to under- or over-estimates of the numbers of examinees.

1.02 Timelines And Schedules

The following items list the major milestones during this contract.

- The spring and summer 2007 HSAP administrations are scheduled for April 24 – May 4 (including make-up testing) and July 24 – 26, respectively. Make-up testing is not provided for during the summer administration.
- Copies of the Spring 2007 HSAP *Test Administration Manual* (TAM) and *District Test Coordinator's Supplement* (DTC Supplement) must be delivered to arrive in districts two weeks before the spring testing workshops held during the last week of January. The Spring TAM will also be used for the summer administration. Copies of the Spring TAM and the Summer 2007 *District Test Coordinator's Supplement* (Summer DTC Supplement) must be shipped to districts two weeks before the summer workshop.
- All other materials needed for testing must arrive in districts two weeks before the first day of testing, with the exception of materials ordered late by districts.
- After testing, districts will ship materials back to the Contractor no later than two business days after the final testing date.
- For the spring administration, Graduation Express rosters are due to districts in paper or electronic format by May 15, 2007. The Department and districts must receive final score reports and state- and district-level data files on or before July 16, 2007.
- For the summer administration, the Department must receive the state-level data file on or before August 6. Student rosters must be available to districts in either paper or electronic format by August 17. On August 31, the districts must receive district data files and the Department and districts must receive final score reports.

The Offeror must propose timelines for the implementation and completion of major activities from the beginning of the contract through the distribution of all reports related to the spring and summer 2007 administrations and delivery of the Technical Report.

The Offeror shall also be responsible for proposing additional detailed timelines for production of test booklets, the development of all other test materials, activities, meetings, and workshops.

The Offeror must address any timeline issues that are critical to meeting deadlines throughout the contract period.

Prior to signing the contract, key project deliverables and deadlines will be finalized with the Department and will be binding. At its option, the Department may approve requests for new or adjusted timelines from the Contractor, if needed, during the duration of the contract.

1.03 Test Security

In view of the high-stakes uses of the HSAP tests, security and documentation of quality control procedures are essential. South Carolina legislation requires that, to the maximum extent possible, the Department will ensure security of test materials. The test security law, regulations, and required procedures are specified in the TAM and supplements in Appendix D.

The Offeror must address, in this section of its Technical Proposal, any additional precautions and procedures that will be implemented to ensure the security of all test materials during the production, printing, distribution, return, and transportation processes, as well as to ensure that 100% of all secure materials are accounted for after testing. The option related to scoring and reporting must also address test security and programming quality control procedures and contain provisions for accounting for 100 percent of all secure materials.

2.0 PROCEDURAL REQUIREMENTS

The TAM, DTC Supplement and the Summer DTC Supplement describe the current materials and established procedures required for test administration in the schools and districts. Copies of the 2006 TAM and supplements are located in Appendices B-E. Procedures documented in these manuals are established procedural requirements, and their contents shall be considered to be a part of this RFP.

2.01 Meetings and Workshops

Contractor/Department Planning Meeting – The Contractor is responsible for organizing and facilitating two two-day planning meetings between the Contractor and six (6) Department staff. The purpose of the meetings is to finalize decisions about timelines, schedules, procedures, and production issues. The meetings can be held in Columbia or at the Contractor’s site. The Contractor is responsible for all costs including meeting rooms and Department or Contractor expenses (e.g., travel, meals, and hotel accommodations). The Contractor is responsible for preparing any necessary materials for conducting the meetings in accordance with Department specifications.

Training Workshops – The Contractor is responsible for organizing and facilitating workshops in Columbia to train DTCs and other district personnel on the administration of the tests and the interpretation of score reports. Three one-day pretest workshops are to be held in January for the spring administration. A one-day pretest workshop for the summer administration will be held in June in conjunction with a DTC Review Meeting discussed in the next section. Three one-day posttest workshops are to be held in September. Overall attendance is estimated at 300 for the January pretest workshops, 100 for the June pretest workshop and 300 for the September posttest workshops.

The Contractor must provide workshop materials for all attendees. Materials for the pretest workshops include copies of the TAM for all attendees and a supplement for DTCs. Copies of the *User’s Guide* must be provided for the posttest workshop. In cooperation with the Department, the Contractor shall be responsible for arranging and scheduling all workshops, notifying participants, making presentations, and providing refreshments. Refreshments at both the pre- and posttest workshops will be limited to drinks in the morning and afternoon and a box lunch.

The Offeror’s cost proposal must provide the costs separately for each day of each workshop and for the major expenditures for each component of the workshop (Contractor’s travel, facility, materials, food, etc). In the event that the Contractor is able to acquire workshop sites free of charge or for an amount less than what is budgeted, the Contractor will credit the Department for any site costs that are not incurred. If the Department decides to reduce the number of workshops, the costs associated with these workshops will be deducted from the cost of the contract. Whenever possible, the Department would prefer to combine workshops for all of the testing programs it administers. Costs would be prorated among Contractors if such an arrangement were made.

DTC Review Meeting – The Contractor is responsible for organizing and facilitating a one-day DTC Review Meeting in Columbia. All DTCs are invited. The purpose of this meeting is to review the procedures and other topics affecting the administration of the HSAP program during the previous year and to collect information for the Department to use for planning for the next year.

Throughout the contract, the Contractor must maintain archival records of the project (key meeting minutes, weekly conference call agendas and minutes, weekly status reports, decisions reached via e-mail, telephone, fax, etc.). The Contractor must also send the Department an electronic copy of all aforementioned records within five days of the meeting or decision. The Contractor must supply archived records as requested by the Department throughout the contract.

3.0 PRODUCTION REQUIREMENTS

3.01 Overview

The Contractor will be responsible for producing all required test materials; development of logistical procedures and forms; distribution, collection, and security of test materials; editing, scanning and scoring test booklets; and providing the Department and districts with the required score reports and data files. The Contractor will be responsible for all costs associated with these tasks.

All materials production activities and logistical procedures initiated as part of the HSAP contract must include the following sequence of activities.

Test Forms

- a. Department provides blackline test form to contractor
- b. Contractor develops proof(s) to include inserting demographic pages, questionnaire, and footer
- c. Department reviews proof(s)
- d. Contractor provides one printed copy
- e. Department approves form for printing
- f. Contractor prints materials in sufficient quantities
- g. Department reviews one sample copy of the final printed booklet prior to shipment to districts

Other Materials

- a. Contractor develops proof(s)
- b. Department reviews proof(s)
- c. Contractor provides one print copy
- d. Department approves form for print
- e. Contractor prints materials in sufficient quantities
- f. Department reviews one sample copy of all final printed materials prior to shipment to districts

More detailed information about these procedures is discussed below.

1. Unless otherwise specified, all documents are to be of typeset quality and any necessary graphics must meet Department requirements for accuracy and quality.
2. Each proof stage of the document must be sent in duplicate and accompanied by a production transmittal form that clearly specifies the stage of production of the document (e.g., first page proof, first report mock-up); any and all notations about the nature of changes made; and the initials of the Contractor's Project Coordinator and other qualified proof readers, indicating their independent proofing of the materials.
3. The Contractor shall be responsible for all costs associated with mailing or shipping materials/procedures to the Department for approval. All secure materials must be sent via express services.
4. The Department has implemented an electronic transmission system. Appendix I contains information about this. If the Contractor plans to submit secure information or documents electronically, the contractor must abide by all electronic submission requirements specified by the Department and shall remit the costs that would have been incurred by express delivery. Costs for shipping should appear separately in the cost proposal.

5. The Contractor must allow the Department a minimum of five full working days to review all materials and procedures that the Contractor submits to the Department for review and/or approval, and a minimum of ten full working days to review all first proofs of materials and procedures. Day one of the review period will be the day after the Department receives the materials.
6. The Department reserves the right to request additional review time and additional proofs, if the additional time will not affect the schedule for delivering materials to the districts. If errors are discovered, the Department reserves the right to request a corrected copy. This review sequence should be taken into consideration when scheduling activities. The five-day review would also apply to Department reviews of corrected copies.
7. Although the Department will review materials, the Department will not complete a word-for-word proof of the materials. The Contractor should not assume that Department approval of any products means that the Department has determined the products to be "error free." The Contractor is responsible for proofing all documents for 100% accuracy, regardless of the stage in the production process. Should inaccuracies in copy be detected, the Department reserves the right to request an internal review of the Contractor's procedures and require additional quality control at the Contractor's expense. The Department can require a reprinting of documents if errors are detected. Consistently documented incidences of inaccuracy may constitute grounds for contract termination. The Contractor's relying on word processing technology (e.g., spell checks) or on proofing revisions only, etc., independent of review by a proof-reader, would not be considered as sufficient means for ensuring accuracy of documents.
8. The Contractor shall be responsible for printing all test materials according to Department specifications. Sufficient quantities of test materials, plus overage materials, are to be printed. Overages are not provided to districts for customized materials. Upon initiation of the contract, the Contractor may choose to adjust the overage percentages for each district based on prior use of overage materials. The Contractor must immediately accommodate any shortages of materials in a district.

In responding to this section of the RFP, the Offeror must address the following issues:

1. **production of test booklets and other materials,**
2. **methods for ensuring product accuracy,**
3. **steps to ensure the professional handling of the materials on the part of the Contractor and any subcontractor(s),**
4. **evidence and assurances that quality materials can be duplicated for the duration of the contract, and**
5. **procedures for accommodating shortages.**

3.02 Test Security

Security must be maintained through the use of a security numbering system for all secure materials (e.g., test booklets, oral administration scripts, and secure customized materials). School and district personnel must initial security checklists described in section 3.10 to confirm the distribution and collection of these materials. The cover of each secure document must have a unique security number that is both machine scannable and eye readable. Booklets must be bundled and secured with shrink-wrapping, with a secure number for each bundle of booklets visible through the wrapping.

The Offeror must address test security.

3.03 Test Booklet Production

The Contractor will be responsible for the production of three unique operational test forms for each subject and administration: Form A (the base form), Form C Sign Language, and Form C Braille. The Form C Sign Language test form and the Form C Braille test form may contain unique test items.

The ELA test is administered over two days. The Form A test is in a single scannable booklet. The items on the first day include an extended-response writing item with three lined pages for the student's response plus multiple-choice items. The second day includes multiple-choice items and two constructed-response items. The ELA test booklets are approximately 60 pages in length.

The mathematics test is given in one day. The Form A test is in a single scannable booklet. The test contains multiple-choice items and three constructed-response items. The mathematics test booklets are approximately 36 pages in length.

The Department will provide pre-equated, black-line copies of the test forms. The test forms contain approximately 60 items on 56 pages for English language arts and approximately 65 items on 31 pages for mathematics. The test items will be final and will include appropriate copyright permissions and any needed art/graphics. The Contractor must be prepared to make minor edits to these forms if grammatical errors or typos are discovered. The front cover and inside front cover are used for collecting student demographic information. The Contractor will produce the two demographic cover pages, student questionnaire pages after the test items containing approximately eleven questions on three pages for English language arts and approximately twelve questions on two pages for mathematics, and footers for each internal page. The Department will provide content for the demographic pages and the student questionnaires. The print on the covers of the test booklets will be color-coded by subject. The test content will be printed in black ink on white paper.

The Offeror must address its capability to produce test booklets.

3.04 Customized test materials for students with disabilities

The customized materials listed below must be produced for students with disabilities. Specifications for customized materials are detailed in Appendix F of this RFP. As with the Form A regular print test booklet, the Contractor must develop and include the demographic pages, student questionnaires, and a footer on all pages.

1. **Form A Loose Leaf test booklets** – The Department will provide blackline copies for the Contractor to produce. The items and format of the items will be identical to the items in the regular Form A test booklets. The items will be printed on the front side of the page only. Mathematics items must be printed one item per page. To the extent possible, ELA items should also be printed one item per page. Test booklets must be three-hole punched and put into loose-leaf notebooks for each subject.
2. **Form A Large Print test booklet** - The Department will provide blackline copies for the Contractor to produce. The items will be the same items as in the regular Form A test booklets. The font will have been enlarged to 18-20 points. Test booklets must be 9"x12"x2½" and bound so that pages lay flat.
3. **Braille version of the Form C Braille test booklet** – The Department will provide the Contractor with an electronic copy of the Braille test booklets. The Contractor will reproduce the test booklets, as needed. The Contractor will be responsible for all costs associated with producing the Braille forms, including having the forms proofed by Braille proofreaders certified by the National Library Service (NLS) and approved by the Department.
4. **Printed version of the Form C Braille test booklet with test administrator notes** – The Department will provide blackline copies of the Form C Braille test booklet and test administrator notes. School test administrators transfer the responses of students using Form C Brailled test booklets into the print versions of the Form C Braille test booklets.
5. **Form C Braille oral administration master script, oral scripts, master audiotape, and duplicate audiotapes** – The Department will provide master audiotapes and blackline copies of the oral scripts that will be produced for reading the directions and test items to students.
6. **Form C Sign Language test booklet** – The Department will provide blackline copies of the test booklet for the contractor to produce.

7. **Form C Sign Language videotape master script, master videotape, and duplicate videotapes and/or DVDs and test administrator notes** – The Department will provide master videotapes in three sign languages. Contractors must re-produce videotapes and/or DVDs.
 - a. Pidgin Signed English – The interpreter on the tape voices, as well as signs, the test items. For both administrations the contractor will provide a separate cost option for producing a new master Pidgin Signed English videotape with a male signer and male voiceover by a reader who is familiar with South Carolina regional signs." (This recommendation was made by the signed language review committee.)
 - b. American Sign Language – The interpreter does not voice the test items.
 - c. Signed English – The interpreter on the tape voices, as well as signs, the test items.
8. **Form A oral administration master script, oral scripts, master audiocassette/CD, audiocassettes/CDs, and test administrator notes** –The Department will provide master scripts, audiocassettes, and notes for the Contractor to reproduce. The Contractor will be responsible for providing the tapes or CDs. The Contractor must provide oral scripts for reading the directions and test items, as appropriate, to students to accompany the Form A form in quantities needed for each administration.

The Offeror must address the production of these customized test forms and provide evidence of the ability to handle all accommodations addressed in the TAM in Appendix D of this RFP.

3.05 Supplemental Materials

The Contractor must provide a one-page mathematics reference sheet for each student who takes the mathematics test. Braille and large print versions must be produced.

3.06 Administration Manuals – TAM and DTC Supplements

The Contractor must develop and produce a TAM that will be used for both the spring and summer administrations, a DTC Supplement for the spring administration, and a Summer DTC Supplement similar to the samples of these documents in Appendix B, Appendix C, Appendix D, and Appendix E. The Contractor must produce all versions of the text for the manuals, from the initial draft to the printed copy. The Contractor shall be responsible for writing all procedural instructions. The TAM and the DTC Supplements are similar from year to year, with revisions made to reflect programmatic, procedural, or administrative changes when appropriate. Manuals must conform to the conventions specified in the *South Carolina Department Education Style Guide*. The Department staff will work with the Contractor to identify areas that warrant change.

The Contractor will be responsible for providing TAMs and supplements for distribution in the following amounts for each administration.

- one (1) TAM for each test administrator (one per every 20 students plus a 5% school overage)
- two (2) TAMs and three supplements per district
- twenty-five (25) TAMs and supplements for Department staff
- 300 TAMs and 100 supplements for distribution at the January and June pretest workshops

In addition to providing printed copies, the Contractor must provide all non-secure administration manuals and other non-secure materials (e.g., mathematics reference information sheet) to the Department in a format that can be posted on the Department Web site for districts to print.

The Offeror must propose a method and timeline for developing manuals that includes a planning stage and the incorporation of Department input.

3.07 School Header Sheets

The Contractor shall produce and print scannable School Header Sheets that record the total number of test booklets by subject that are returned for scoring for a school. The Contractor must preprint or preplug the school BEDS code and the district and school names on the sheet. The BEDS code for each school is a unique seven-digit number. The first four digits designate the county and the school district and the last three digits designate the school.

3.08 Class Sheets

The Contractor shall produce and print scannable Class Sheets that allow schools to indicate “class” grouping for class level score reports.

3.09 Packing Lists

The Contractor shall provide district and school packing lists. These lists specify the types and quantities of test materials contained in district and school boxes, as well as the security number ranges of secure test materials. The school packing list is included in the school’s boxes of materials. The district boxes contain the district’s packing list and a copy of each school’s list.

3.10 Security Checklists

The Contractor shall provide district and school Security Checklists. The security number of each secure document is listed on the checklists. Each checklist is a self-carbon form on letter-sized paper to be used by the school or DTC to account for all secure testing materials. The school Security Checklist is included in the school’s boxes of materials. The district boxes contain the district’s checklist and a copy of each school’s checklist.

3.11 Shipping Labels

The Contractor shall produce and print receipt and return shipping labels in sufficient quantities to be used in the shipment and return of test materials to and from districts. The return labels should be provided in the boxes of test materials shipped to the schools and districts.

3.12 Bill of Lading

The Contractor shall produce a Bill of Lading for each district’s shipment, whether the shipments are by freight, express, or other means. This bill must list the name and phone number of the carrier to be called by the District Test Coordinator when any shipment of materials is ready for pickup. The Bill of Lading should be provided in the boxes of test materials shipped to the District Test Coordinator.

4.0 PRE-CODE PROJECT

The Pre-code project is designed to reduce the amount of coding required by teachers and students. Refer to the TAM in Appendix D for details. The Contractor is responsible for printing specified student demographic data on test booklets. All 85 school districts participate in the Pre-code project; some of the special schools and districts do not participate.

Districts transmit student demographic information electronically to the Department. The Department transfers the districts’ data onto a CD and sends the data to the Contractor. The Department will send the Contractor two Pre-code files as described below.

1. The Department will provide the Contractor with a Pre-code file at the end of January that contains a list of students to be tested and whether the students require customized materials. This file should be used for estimating printing needs and planning the distribution of test materials to districts. The file is also used for printing the district name, school name, teacher name, and student demographic information on test booklet covers as specified by the Department. The Contractor will be responsible for documents being sorted and packaged within each school according to the sorting fields specified on the Pre-code file.
2. A second file produced in March allows districts to update selected student demographic information originally submitted in the January file submission. The Contractor will use this file to pre-print labels for students who enroll after the January file is submitted. The schools will apply the labels to the test booklets during testing to allow the Pre-coded information to be used for production of score reports. The March file will be used for the base student file for report production and for the production of data files for the school districts.

Hand-coded data on the Pre-coded test booklets does not override information transmitted electronically through Pre-code. Individual student demographic information that was omitted from the January file may be added through the March update file or by hand-coding the fields on the test booklets.

The Contractor must assign a unique number for each student on the Pre-code file to be used to match student demographic information and student test responses. Throughout the process, this unique student number cannot be changed. The Contractor must merge the demographic data with the student's test scores to produce score reports.

Demographic information for students who are tested but were not included on the January or March file will be collected through hand coding. The Department requires that the ELA and mathematics test scores be accurately matched for Pre-coded and hand-coded students.

In the Technical Proposal, the Offeror must address any prior experience with preprinting response documents and describe how the Contractor will carry out this project. The Offeror must describe production and quality control procedures.

The Offeror must submit a fixed cost for any costs for the development of the system separately from a per pupil cost to implement this system.

5.0 PACKAGING, SHIPPING, AND RECEIPT PROCEDURES

The Contractor is responsible for packaging and shipping all test materials from the Contractor to districts and from districts to the Contractor. The Department will provide a list of the DTCs who may receive test materials. The Contractor must verify the location to which materials are to be shipped. Materials must be shipped with a company that tracks shipments and requires a signature for delivery.

The Contractor must provide a system for verifying with the district the number and type of test materials, including customized materials, needed for specific students. The Contractor is responsible for follow up with districts that do not respond. If the districts are asked to fax information to the Contractor, the Contractor must provide a toll-free fax number.

DTCs and the Department must be provided with a toll-free number and the names of two contact people on the Contractor's staff who will be available to answer questions about delivery and return of materials and to receive requests from districts for any additional materials. The Contractor is responsible for shipping additional materials for next day delivery at no charge to the districts.

If there are any discrepancies involving secure materials listed on the packing list, the district should notify the Contractor. The Contractor must resolve the discrepancy.

Before packing and shipping materials for each administration, the Contractor must ship to the Department: (1) a sample package of test materials for approval and (2) ten copies of each document. The Contractor shall also provide the Department with electronic files of each document and one set of all test materials assembled in notebooks and organized according to Department specifications within two (2) months following testing.

The following list outlines some additional requirements for packaging and shipping test materials.

1. All test materials must be shrink-wrapped. The plastic wrapping material used must be strong enough so that it will not break while in shipment or during routine handling.
2. Shrink-wrapped packages of secure materials be in sequence by Security Number and contain a card/sheet visible through the wrapping indicating the security number range of the materials in the package.
3. All boxes of materials must be sized according to the materials. The size of the boxes should accommodate repacking the materials after testing with normal expansion resulting from the use of the materials. The largest boxes must be small enough for district staff to easily lift and handle. The size must be approved by the Department.
4. All materials shipped to districts must be for inside delivery.
5. Open-bed delivery vehicles are not to be used for transporting testing materials.

5.01 Materials Boxed by School

Materials must be boxed by school and shipped to the district. Shipping receipt labels are to be placed on the outside of each box identifying the destination school and the contents. The boxes must be sequentially numbered for each school. The school boxes include the following materials: test security agreement forms, additional materials request forms, school security checklists for each subject, school and class header sheets, test administration manuals, scannable or customized test booklets, supplemental materials for students with disabilities, optional paper bands, reference information sheets for mathematics (one per student), and graph paper for mathematics (one sheet per student).

5.02 Materials Boxed by District

District materials (i.e., district overage) must be shipped in separate boxes. The district boxes include the following materials: overages of scannable test booklets for ELA and mathematics, test security agreement forms, materials receipt acknowledgement forms, additional materials request forms, DTC Supplement, test administration manual, district security checklists for each subject, school overages and class header sheets, graph paper and Reference Information sheets for mathematics, materials for return shipping, "Do Not Score" labels, linking labels, and copies of packing lists for all schools.

The Offeror must propose and describe a system for packaging and shipping test materials to and from each district. The Offeror must specify the following in the proposal.

- a **Propose procedures to ensure that districts receive the correct numbers and types of boxes.**
- b **Provide assurances that express services will be available to all district delivery sites. A letter of guarantee from the shipping subcontractor must be submitted.**
- c **Describe the quality control procedures that will be used, to include that the Contractor will ensure that:**
 - i. **the appropriate and correct numbers of test materials will be packaged,**
 - ii. **sequences of Security Numbers will be complete and accurate,**

- iii. the Security Numbers on the secure test materials will match those specified on the card/sheet in the shrink-wrapped packages, Packing Lists, and Security Checklists.
- iv. the appropriate and correct number of boxes will be delivered to the district and retrieved from the district and delivered to the Contractor.

5.03 Return of Materials

The Contractor must make provisions for the return of all secure test materials to the Contractor. There are three separate shipments for the spring administration. Customized test materials for students with disabilities require special handling for return. Some of the special handling procedures are listed in an appendix in the TAM in Appendix D.

The Contractor shall be responsible for all costs related to districts returning materials to the Contractor. If the Contractor does not receive materials when scheduled, the Contractor is responsible for follow-up and location of the district's materials.

5.03.01 Graduation Express

The Contractor must make special provision in the spring administration for the express return of test booklets from students who are expected to graduate by the end of the school year. Reports for these students must be provided to districts by May 15, 2007.

5.03.02 Early Return

The Contractor must also make provisions for key verification. Verification must be accomplished without a delay in reporting. This may be accomplished by the early return of HSAP base-program documents from selected schools.

5.04 Missing Materials

The Contractor must notify districts of missing materials as soon as possible and no later than two days after the due date for return of materials. The Contractor shall be responsible for maintaining lists of all materials that are returned late and materials that are missing. Any missing documents that districts locate will be returned directly to the Contractor.

The Contractor must prepare and distribute a Missing Documents Report to DTCs listing documents that have not been located. District Test Coordinators will be required to respond to the Missing Documents Reports in writing, regardless of whether the missing documents are located. The Contractor will be responsible for contacting districts that have not responded to the report within a specified time period so that 100% of the districts eventually respond. The Contractor shall provide a toll-free number and contact person for DTCs to use for inquiries about the report.

The Department will receive a final report after the Contractor has made every attempt to retrieve all materials. The Contractor shall, at the request of the Department, mail copies of all letters to the Department.

The Offeror must propose return and follow-up procedures necessary to ensure that 100% of all secure test materials issued to districts are accounted for at the time of test materials return.

6.0 SCANNING, SCORING AND REPORTING

The Contractor will be responsible for scanning and scoring all completed test booklets, including hand-scoring all constructed-response and extended-response items and customized forms with different keys. The Contractor must merge the machine-scored and hand-scored responses for each student within a content area.

Upon receipt of materials, the Contractor must check for documents returned in poor condition (e.g., stray marks, bent or torn documents). The Contractor must also check the number of completed test booklets received against the School Header and the latest Pre-code file. If the number of completed documents scanned for a school is less than the number coded on the School Header Sheet or less than 95% of the number of students listed on the Pre-code file, the Contractor must contact the district to resolve the problem. The Department is to be notified immediately if the Contractor and the district are unable to resolve discrepancies in any of the following situations: (1) the counts on any Class Sheet and/or School Header Sheet differ by more than plus or minus two from the actual count of documents returned under the form(s); (2) a class, school, or district is missing; OR (3) the number of completed documents scanned is less than 95% of the number of students expected to be tested based on the latest Pre-code file.

On Pre-coded test booklets, hand-coded name fields that differ from pre-printed name fields must be resolved. The Contractor must propose an edit check to ensure that the hand-coded and pre-printed names indicate that the names are for the same student. As part of the proposed procedure, the Contractor must contact the district to resolve any mismatches. The procedure must be finalized and approved by the Department upon award of a contract.

The Contractor must be able to determine whether the student attempted the test, put stray markings in the area causing a score, or filled in and then erased answers. The Contractor must be able to capture erasures during the scanning process as specified by the Department. Erasures must be included in the state data file.

A check must be conducted to detect examinees that have completed constructed-response items but no multiple-choice items and vice versa. The Contractor must make a distinction between zero scores and the scores of students not attempting the test. A student who attempts one or more items and gets them all wrong will be assigned a zero score that is included in the n-count for computing statistics. If a student does not respond to any item on a test, the student's score would be blank for that test and would not be included in the n-count. The Department will provide the Contractor with the criteria to determine whether the student attempted the test, whether the student put stray markings in the area causing a score, or whether the student filled in answers and then erased the answers.

To attain comparability from year to year, scores will be converted to scale scores for applying achievement standards for performance levels. The Department will provide the Contractor with conversion tables to allow results to be reported on existing scales. Once the first 2000 student responses have been scored in each subject, the Contractor shall send to the Department a scored student response file as a data quality control measure along with corresponding item statistics and scale scores for verification.

The Contractor must provide for the following:

- a. For HSAP, an accommodation is defined as a change in the test that does not alter the construct being measured. A modification is viewed as a non-comparable test administration. Test scores resulting from the use of accommodations and modification are included in summary reports. An example of a modification is an oral administration of the ELA test.
- b. Home-school students are tested in almost every district. The scores for these students are **not** aggregated into any state, district, or school summary reports, but are included on data files. Individual student reports and separate home-school rosters will be produced for home-school students.
- c. Scores for adult-education students are aggregated into separate state and district adult education summary reports and rosters and are included on data files. Individual student reports will be produced.

6.01 Graduation Express

During the spring administration only, the contractor must process (scan, hand score, and produce score reports) one group of test booklets first. These documents are from students who are planning to graduate during May or June of the current year. The documents are shipped to the Contractor separately from the regular documents. The reports must be provided to the districts by May 15, 2007. During spring 2006, 1,040 ELA test booklets and 839 mathematics test booklets were processed for Graduation Express.

For costing purposes, the Offeror must provide costs based on the spring 2006 counts. The Offeror should provide student costs, since the numbers of graduation express documents could increase or decrease based on the numbers of students planning to graduate. (NOTE: We will insert this number as soon as we have the information from the spring school headers.)

The Offeror must address scanning procedures that include a programmable edit system to ensure that response fields are being accurately scanned. The Offeror must provide evidence of its ability to achieve 100 percent accuracy in scoring test items according to the answer keys and must describe a means of ensuring accuracy of all scoring and merging processes for this project. The Offeror must specify quality control procedures to detect the use of ink and light marks.

The Offeror must specifically address the procedures that are used in merging the various test scores and provide detailed information concerning the procedures and quality control checks that will be instituted to ensure accuracy in scanning or imaging the response documents and the merging process.

The Offeror must provide details of the data quality control procedures that will be implemented.

6.02 Scaling and Equating

The one-parameter Rasch model was used to calibrate multiple-choice items, and the Rasch partial credit model was used to calibrate constructed-response and extended-response items for each pre-equated test form. Conversion tables for each test form will be provided to the Contractor.

The Offeror must provide evidence that the Offeror has available appropriate software, hardware, and personnel to carry out the transformations of raw scores to scale scores using the Department provided conversion tables.

7.0 HANDSCORING SPECIFICATIONS

Constructed-response (CR) items measuring reading and mathematics are included on each HSAP test. Examples of tasks addressed by CR items include requests for students to explain an author's purpose; describe how a story-event affected the main character of a story; use supplied information to complete a data table, illustrate the data by creating an appropriate chart or graph, and write an interpretation of the data. There are two constructed-response items on each ELA test form and three constructed-response items on each mathematics test form.

To assess writing skills, each ELA HSAP test includes an extended-response (ER) item. For these items, the student is presented with a prompt, and a full composition is required. Student editing is encouraged, but not required or scored.

The Offeror is responsible for establishing and describing procedures for handscoring to include ensuring the accuracy of scoring, and accurately merging scores from CR and ER items with other test records. Proposed procedures must include accuracy-checks to maintain the required level of accuracy for each reader and for making corrections in any case in which reader accuracy is shown to have dropped. Proposed procedures must meet all requirements stated in this RFP.

7.01 Training and Qualifying

The Contractor must hire raters to score these responses at a scoring center outside the state of South Carolina. Training and qualifying for raters is accomplished using student responses that have been pre-scored by committees of SC teachers and curriculum specialists.

Raters must qualify to score constructed response items by demonstrating 90% exact-agreement with committee pre-scores. For extended writing items, raters must qualify to score each domain separately at an agreement rate of 70% exact and 85% adjacent on two out of three sets of twenty papers each.

The Offeror is responsible for establishing procedures for handscoring to include the training and qualifying of scorers.

7.02 Committee Meetings

Four committees of subject matter experts (e.g., teachers, curriculum experts) will meet once during this contract in South Carolina prior to the beginning of hand-scoring: one for ELA extended-response, one for ELA extended-response **alternative** scoring, one for ELA constructed-response, one for mathematics constructed-response. The Department will provide the Contractor with a list of the committee members. The Contractor is responsible for all other planning and costs associated with the meetings.

The committee members will score a sample of student responses for all items that will appear on the spring and summer administrations. These scored papers will be used for training, qualifying, and checking scorer accuracy during the spring and summer scoring.

For each committee meeting, the Contractor is responsible for arrangements for the meeting, providing staff to facilitate the meeting and document discussion, and for covering all expenses associated with the meeting, including Contractor staff expenses; printing and shipping of materials; meeting rooms; refreshments during the meeting; lunch and mileage for all committee members; substitute teacher reimbursement, accommodations, breakfast and dinner, and honoraria for select committee members. For costing purposes, for each of the four committee meetings assume each committee will consist of ten members who meet in Columbia for four days; mileage for all ten members at the current State rate (44.5 cents per mile) at an average of 200 miles each; hotel accommodations at the federal lodging rate and breakfast and dinner at the State rate (\$6 for breakfast and \$12 for dinner) for eight of the ten members; honoraria of \$150 per day for seven of the ten committee members, and substitute teacher reimbursement at \$60 per day for seven of the ten members.

7.03 Scoring Constructed-response Items

HSAP constructed-response items are scored using a generic scoring guide that describes response characteristics on a 0–3 scale. Constructed response items are scored by at least one trained rater. As a quality control measure, 15% of the responses are also scored by a second trained rater, according to Department specifications. If the agreement rate in the double-scored sample falls below 70%, accuracy of scoring by individual raters must be examined and corrective measures taken as needed. Corrective measures include rescoring papers previously scored by inaccurate raters.

The Offeror must propose procedures for making appropriate corrections if the second reading indicates insufficient accuracy for any raters.

7.04 Scoring Extended-response Writing Items

Extended-response writing items are scored on four domains by at least two trained raters. Exact or adjacent scores within each domain are summed to obtain the final score. A third and, if necessary, a fourth rater resolves any non-adjacent scores.

7.04.01 Scoring Extended Writing Items for Students with Disabilities

Responses from approximately 2,000 students with disabilities are scored using an alternate rubric. To date, scoring supervisors score responses from these students. The alternative scoring is held at the end of the scoring session to avoid confusion between the requirements of the two rubrics. All costs for scoring these responses are the responsibility of the Contractor.

The Offerer must propose procedures for hand-scoring responses with the alternative rubric.

7.05 Quality Control of Rater Accuracy

The contractor will be responsible for monitoring rater accuracy and implementing corrective measures as needed. Throughout the project, a rater must maintain at least 70% exact agreement on validity checks for each domain scored. Any rater who falls below the 70% rate on any domain must no longer score in that domain, must be retrained before resuming scoring; and all papers previously scored by that rater must be re-scored in that domain.

Throughout handscoring, daily calculations of inter-rater agreement must be provided to the Department. In addition, a minimum requirement for rater accuracy is an average inter-rater agreement of 70%. The overall inter-rater reliability must be maintained at 70% exact agreement. Scoring cannot be considered completed if the agreement rate is below this level.

The Offerer must propose procedures for monitoring rater accuracy, including, at a minimum, use of validity checks, read-behinds, calculation and monitoring of rater agreement indices, and corrective action to be implemented as needed.

7.06 Identification Of Inaccurate Raters And Re-Score Requirements

The Contractor must re-score responses as specified in this section. Re-scoring of a student's response may take place for one of several reasons.

- a. If the quality control checks indicate that a rater is not scoring accurately as defined in sections 7.03 and 7.05, then all the responses scored by the rater are to be re-scored.
- b. If the district submits a written request to the Contractor, the student's response is to be re-scored. The district is required to pay the contractor for expenses incurred by a re-score request. If the score improves as a function of the re-scoring, the Contractor must refund the fee. If the score remains the same, or if the re-score request is necessary because of an error on the part of the school or district, the Contractor will retain the fee.
- c. If any other situation arises during the scoring process that would result in invalid scores, the Contractor is responsible for re-scoring papers with invalid scores.

The Offerer must address procedures for re-scoring student responses. The Offerer must indicate the costs to districts for rescoring in the cost proposal.

7.07 General Requirements for Handscoring

During training and scoring, the Department must have access to all rater-reports to include individual performance during training, overall and individual rater-agreement indices during the scoring process, and other quality control statistics. Department staff members will be on site during training for scoring. **For costing purposes, the Offerer should plan for up to five (5) Department staff to be on-site for each subject for up to five (5) days each following each administration.** The Contractor is responsible for all travel expenses for the Department staff [air transportation (if needed), ground transportation, hotel accommodations, and meals at the state rate (currently a maximum of \$32 per day for out-of-state travel)].

The cost for each five-day trip must be identified separately in the cost proposal. If the Department reduces the number of days of or the number of site staff present for hand scoring, the costs associated with this travel will be deducted from the cost of the contract.

The Offerer must provide a complete description of procedures to be used in training, scoring, and quality control. The Offerer must provide the cost, per person, for travel, in the cost proposal.

8.0 TECHNICAL REPORT

The Contractor will provide a separate Excel or Access file of select statistics to be stipulated by the Department. The Contractor will provide the Department with two copies of a report containing technical data for HSAP test forms. The technical report will contain data from the fall 2006 administration (information and data will be provided to the Contractor by the Department) and the spring and summer administrations administered by the Contractor. The data in the report will also be provided in electronic form (i.e., CD.) suitable for personal computers. The data will be aggregated, by content/skill area tested, for all students (i.e., those students whose data contribute to state summary reports) and disaggregated by demographic variables designated by the Department (e.g., gender, ethnicity, lunch status, special education status). The Offeror shall provide the technical document organized into two parts: 1) a public access portion that comprises summaries of the technical information and interpretations of the information (approved by the SDE and the SDE Editor) and 2) a secure appendix which comprises the individual item level information. The technical report should follow the Joint Standards for Testing and will include, but are not limited to, the following data.

- An item response frequency distribution for each item - This will include the number and proportion/percentage of students choosing each option, including omits, multiple responses, and the percentage not reached.
- Item difficulties, defined as item mean scores divided by maximum item scores
- Indices of item discrimination (point biserial and biserial correlations corrected for spuriousness)
- Option-total correlations
- Item characteristic curves, defined as two-dimensional graphs relating item difficulty to total score
- Descriptive statistics, including numbers tested, means and standard deviations, for total scores in all subjects and subscale scores as designated by the Department
- Raw score and scale score frequency distributions (graphic) for total scores in all subjects and subscale scores as designated by the Department
- Multiple indexes of reliability (e.g., Cronbach's alpha) for total scores in all subjects and subscale scores as designated by the Department
- Decision-consistency indices (e.g., Huynh, Subkoviak) for all performance levels for total scores in all subjects and subscale scores as designated by the Department
- Standard errors of measurement for total scores in all subjects and subscale scores as designated by the Department
- Item parameter estimates and fit statistics for all items, using the Rasch (1-parameter logistic) mode
- Conditional standard errors (based on Rasch calibrations) at each attainable scale score point
- Differential item functioning (DIF) statistics (e.g., Mantel-Hanzel) by gender and ethnicity
- Conversion tables

In addition, in a separate document, the Contractor shall provide data analysis (including but not limited to, item analysis, performance, etc.) for students with disabilities, disaggregated by disability category.

9.0 WAREHOUSING AND RETRIEVAL

During the duration of the contract, the Contractor must maintain archival records of the project (key meeting minutes, etc.) and ten copies of each document or form produced.

The Contractor must have the capability to retrieve any individual student test booklets and student rough drafts during and after the scoring process. Test booklets with student answers and rough drafts must be warehoused for a minimum of five years after scoring is completed. A mechanism for the retrieval of test booklets and rough drafts for specific students must be established to allow for three-day document retrieval, with the Department receiving the requested document the third day following the submission of the request.

File Storage and Report Reproduction

The Contractor must store and make available to the Department upon request all student data files and report formats electronically for five (5) years beyond the end of the contract. Upon request by the Department, the Contractor must be able to recreate exact replicas for any student, school, district, or state-level reports. The Contractor must be able to produce the same report using the data requested in the same format in which the report was produced for that year.

The Offerer must address procedures for storing and retrieving materials.

10.0 SCORE REPORT SPECIFICATIONS

The types of score reports that must be provided to districts and schools for the HSAP tests are delineated in the *HSAP Spring 2006 User's Guide* in Appendix G of this RFP. The Contractor must provide the districts with score results from the spring and summer administration in both paper form and in electronic form (i.e., floppy disk, CD, etc.) suitable for personal computers as listed in Appendix G. The reporting system must be flexible enough to allow for each report to be produced independently of any other report.

10.01 Delivery Dates

The reports must arrive according to the schedule provided in Section 1.2 of this RFP. The dates set forth for the delivery of score reports are of the essence. South Carolina law attaches serious consequences to the HSAP scores in both student graduation and school and school district ratings. Therefore, it is absolutely essential that the Contractor have the ability to meet these report deadlines. Failure to meet score report deadlines will automatically trigger the liquidated damages provision set forth in PART VII, Section 1.03. In addition, failure to meet deadlines may result in the State canceling all or any part of this contract, at its option, in addition to any rights to terminate as set forth in PART X.

The Offeror must commit to providing score reports and data files to the districts and state according to the schedule in this RFP.

10.02 District and School Score Reports

The Contractor shall package and organize all reports by district and school according to Department specifications. The *User's Guide* in Appendix G of this RFP details the reports that are to be produced at the district level and/or school level.

In addition to the current paper reports, the Contractor must provide each district with score results in electronic form suitable for personal computers. The electronic reports must be in a format to allow the districts to generate the score reports in the exact format as the printed copies.

10.03 State Score Reports

The Contractor shall provide the Department with score results from both administrations (spring, summer) in both paper and electronic form (e.g., CD, DVD etc.) suitable for personal computers. All electronic copies must be exact copies of the paper reports that can be used to generate paper reports in the same format as the printed copies.

The Contractor shall provide the Department with one paper copy of district level summary reports, organized in district folders. Those reports include each district level Grade Summary, Summary by School, and Demographic Report. The Department **does not** receive copies of any rosters or of any reports generated at the school, class, or individual student level. The Contractor, however, must retain the ability to send exact copies of **any** reports to the Department within five (5) days throughout the duration of the contract.

In addition to copies of district level reports, the Contractor must provide the department with state level reports that include the following: State Grade Summary, Summary by District, and State Demographic Report. The Department may request up to five copies of the state level reports. The Contractor is responsible for organizing these reports according to Department specifications. Currently, the Department receives state reports assembled into several spiral-bound volumes, with one copy of each volume provided in folders.

The Offeror must provide evidence that the Offeror can generate score reports in paper and electronic format.

10.04 Erasure Report

The Contractor will provide the Department with a Selected Response Item Erasure Analysis Report at the same time the final data files are provided. The erasure report should be run at the Class level.

The Offeror must provide evidence of its capability to generate all score reports described (including the level report containing technical data) in accordance with the RFP requirements.

10.05 Packaging and Shipping District/School Score Reports

In preparation for shipment, the Contractor shall package and organize all score reports according to Department specifications. All reports (including district copies of specified school level reports) are to be separated by type of score report. Score reports will be shipped to districts in such a way as to clearly distinguish between district reports and school reports. Each district will receive with its shipment a list of all the reports. Individual student reports are packaged with school reports.

The Offeror must address the means of distribution and any unique features of their packaging, shipment processes, and procedures which ensure quality control with respect to the integrity of the score report shipment.

11.0 User's Guide to Score Reports

The Contractor shall produce, print, and distribute with spring score reports copies of *A User's Guide to HSAP Score Reports*. Sample score reports included in the guide must contain realistic dummy data. The Contractor is responsible for providing dummy data and producing the sample score reports. Final versions of these score reports should be included in the initial version of the document.

The guide must also be provided to the Department in a format that can be placed on the Department Web site. The Department wishes to ensure that all districts can print Web materials in usable format. A copy of the current *User's Guide to HSAP Score Reports* is located in Appendix G.

The Contractor must provide enough guides for distribution to the following.

1. four for each district
2. one for each school test coordinator
3. one for every teacher
4. 50 for Department staff
5. 300 for distribution at the posttest workshops

For costing purposes, Offerors should estimate one teacher for every 20 students plus overages.

The Offeror must propose an efficient method of developing the guide in a timely manner that ensures Department and district input.

12.0 Data File and Electronic Storage Media Requirements

The contractor will produce state and district data files. State files shall be delivered to the Department in usable form via electronic storage media compatible with the Department's computers and external storage devices. Electronic storage media characteristics will be specified/approved by the Department. For cost purposes, the Offeror should assume that data are to be delivered on CD and/or DVD in a format compatible with the operating system used by the Department. At the present time, the system in use is Windows 2000. Electronic storage media should be in ASCII Data Format. The Department reserves the right to approve or change electronic storage media each administration. The current data file formats are provided in Appendix H. District data files are to be delivered to the districts on CD in Excel or straight ASCII text format.

The Offeror must provide evidence that the Offeror can produce the data files as required by this RFP and must specify the quality control procedures that will be used to ensure the accuracy and completeness of the files.

File Specifications

The Contractor shall produce "clean," edited electronic data files by grade. "Clean" data are defined as: each data field shall contain only valid data values of the variable assigned to that field. Missing data shall be indicated by blanks only. Unknown, or conflicting multiple marks, shall be designated by asterisks or question marks except in the date-of-birth field that in the event of unknown, or conflicting multiple marks, shall be left blank. The content and format for each HSAP electronic file are described in Appendix H.

13.0 CONTRACT TIMELINE

The Offeror is responsible for proposing timelines for implementation and completion of major activities for the duration of the contract, beginning with planning for the production of test forms and other project deliverables through the implementation of the spring 2007 and summer 2007 test administrations. The Offeror must address any timeline issues that are critical to meeting deadlines throughout the contract period. Prior to signing the contract, key project deadlines will be finalized with the Department and will be binding throughout the duration of the contract. Should new or adjusted timelines be requested by the Contractor, the Department may, at its option, approve the request, as well as the new timelines. The Contractor also shall be responsible for providing the Department with supplemental timelines for the development of specific materials and procedures.

14.0 CORPORATE CAPABILITY AND EXPERIENCE

The Offeror must provide evidence of its corporate capability to carry out a project of this magnitude, including experience in conducting projects similar in nature and scope to this project, evidence of ability to meet score report deadlines, and experience in meeting contract deadlines in other projects. The Offeror must provide references for both completed and on-going projects. The Department reserves the right to seek out additional references, if desired. The Offeror must specify any projects currently contracted for and on-going during the contractual period for this project.

The Offeror must describe fully its production facilities (e.g., text processing, typesetting, graphics, and printing) and the availability of these facilities. In addition, the Offeror must submit full descriptions of its data processing, information management, and scoring systems.

The Offeror must guarantee that any work subcontracted will meet the standards specified by the Department. Also, the Offeror must submit a statement in writing from any subcontractor(s) agreeing to the commitment of time and responsibilities, along with a statement of the subcontractor's corporate capability and experience as related to its responsibilities.

14.01 STAFFING AND MANAGEMENT

14.01.01 GENERAL RESPONSIBILITIES OF THE DEPARTMENT

A project manager from the Office of Assessment will coordinate activities related to the implementation of the program. The responsibility of the Department will be to monitor all activities related to the services required to be provided by the Contractor and to work with the Contractor to ensure that the provisions of the RFP are met. Department staff time will not be allocated for performance of contracted services, for excessive follow-up on Contractor activities, or for ensuring the accuracy of the Contractor's work.

District Test Coordinators (DTCs) are responsible for coordinating activities involving school district personnel. The DTC is the district point of contact for the Contractor. The Department shall approve all correspondence between the Contractor and the District Test Coordinators. The Department shall be responsible for providing the Contractor with a list of the District Test Coordinators and their mailing addresses.

The Offeror must state its general understanding of the Department staff's role in this project and address any procedures to be implemented to minimize Department staff's time on this contract.

14.02 CONTRACT STAFFING

The Contractor shall be responsible for ensuring that all activities for which the Contractor is responsible are completed in an acceptable manner by the mutually agreed upon dates. The Contractor will provide, at a minimum, the equivalent of one full-time person to be the Contractor's contact for the South Carolina project and to serve as the Project Coordinator. The duties of the Project Coordinator will include responsibility for overall quality control of the entire project and follow through on all tasks, including those assigned to other task managers or subcontractors. All verbal and/or written correspondence from the Department to task managers and/or subcontractors shall be communicated through the Project Coordinator. The Contractor should also designate a lead psychometrician whose duties will include responsibility for overall data quality control and technical review of the data for the entire project.

The proposed Project Coordinator must be at a level in the organization that permits coordination of priorities across all areas involved in the South Carolina project. The Department believes that a long-term Project Coordinator is essential if the activities are to be carried out in an efficient and timely manner. Throughout this contract, the Department reserves the right to approve the Contractor's

assignment/selection of personnel who work directly with the Department. In addition to other termination rights in this RFP, the State reserves the right to terminate the contract if the Contractor proposes continual changes in the Project Coordinator, Psychometrician, and/or changes in the Project Manager (i.e., the individual who has the authority to make corporate decisions relative to this project). The Department deems stability in these positions as critical for operation of the program. **The Offeror must identify and provide résumés for each member of the proposed management team and provide information on how long proposed project staff have been employed by the Offeror.**

The Offeror must propose a Project Coordinator who meets, at a minimum, the qualifications specified below. Additionally, the Offeror must provide evidence that the proposed Project Coordinator meets these qualifications.

- a. extensive and thorough knowledge of the Offeror's operation
- b. experience conducting similar statewide projects
- c. managerial skills which may include, but are not limited to, the ability to initiate scheduled activities, creatively solve problems, maintain complete and accurate documentation of meetings, follow through on directions agreed upon in telephone conversations or in correspondence, and ensure quality control of materials and activities completed by the Contractor or subcontractor

The proposed psychometrician must be at a level in the organization that permits review of data programming and data analysis in all phases of the South Carolina project. The Department believes that a lead psychometrician is essential to ensure that the test analysis, score reports, and data files are accurately generated and rigorously checked for quality.

The Offeror must propose a Psychometrician who meets, at a minimum, the qualifications specified below. Additionally, the Offeror must provide evidence that the proposed Psychometrician meets these qualifications.

- a. extensive and thorough knowledge of the Offeror's operation
- b. experience conducting similar statewide projects and production of technical reports
- c. Ph.D. in educational measurement or related field and four years of psychometric and data analysis experience on a large-scale level

The Offeror must propose adequate staffing of the project to permit simultaneous development of various system components, along with development of any necessary computer/scoring programs. The Offeror must submit a staffing plan, which clearly indicates the management structure and specifies the role and responsibilities of each individual. In its staffing plan, the Offeror must specify the time commitments of staff assigned to the South Carolina project, as well as their time commitments to other projects. The Offeror must submit qualifications, experience, and vitae for all key personnel, as well as discuss the overall capabilities of the staff to carry out this project. Proposals must include a minimum of three references for which work similar to that described in this RFP has been satisfactorily performed.

14.03 CONTRACT MANAGEMENT

The Offeror must propose and provide a project manager who oversees the project activities and who has the authority to make corporate decisions relative to this project. The Offeror must also submit a management plan, which includes a system for managing this project. The Offeror must clearly address the interrelationships of the Offeror's staff with Department staff, as well as the issues of quality control and follow-through in the management of activities.

For each major task, the Contractor shall develop a checklist of contract requirements based on this RFP for review prior to the initiation of the task.

The Contractor shall submit Monthly Activity Reports to the Department. These reports shall include information on the activities completed since the previous monthly report and shall include the following components: time spent by key personnel on the project; a log of key decisions reached through conference calls, a report on the status of all documents reviewed during the month, telephone conversations, electronic mail or other means; minutes of weekly conference calls between the Contractor and the Department; activities expected to occur during the next month, any problems encountered, and action taken to resolve problems. The reports must incorporate subcontractor activities. These reports are to be received by the Department no later than the first day of the month following the reporting period.

All program related decisions made during meetings, telephone conversations, via email, or other means will be documented by the Contractor. A report documenting the decisions must be sent to the designated Department project manager for verification and clarification.

Disclosure of Past Errors

All proposals must contain a report of all errors that have occurred in the past two years (preceding the date of proposal submission) for any testing program contract of the Offeror that involved the assessment of 5,000 or more students.

Errors that are in whole or in part the responsibility of the Offeror or its subcontractors must be reported. An error is defined here, in its broadest sense, as any event that results in incorrect information or a delay in meeting contractual requirements, including delivery dates.

The report shall include the following information:

- a) **a description of the error**
- b) **the scope of the error (number of schools, students, etc.)**
- c) **identification of who discovered the error (vendor, customer, site, etc.)**
- d) **a description of how the error was resolved/corrected in the short-term**
- e) **a description of system changes, if any, that were made to prevent re-occurrence of the same type of error**
- f) **the name, address, and telephone number of the customer's representative who can address the impact of the error on the testing program.**

Disclosure of errors should not contain any proprietary, FERPA-protected, or secure information, but must fully and completely report on the issues described.

Future Errors

The Contractor will promptly report any errors occurring with this or other contracts throughout the duration of this contract. A summary report must be submitted at least once every three months beginning with the date of the award of this contract.

Failure to disclose this information will be considered a material breach of contract and is grounds for termination of this contract with prejudice.

Quality Assurance

Notwithstanding any other provisions for quality assurance as stated in this RFP or proposed by the Offerer/Contractor, the Department will abide by the Quality Control Checklist for Processing Scoring, and Reporting in Appendix J produced by the State Collaborative on Assessment and Student Standards (SCASS) on Technical Issues in Large Scale Assessment (TILSA).

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JANUARY 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

- (a) **Technical Approach**
Offeror's detailed explanation regarding how the scope of work will be performed or specifications will be met.
- (b) **Approach to Staffing**
The Offeror shall provide and explain its approach to staffing to include a descriptive list of proposed personnel and subcontractors expected to provide services under this RFP.

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

- (a) **Transmittal Letter**
The Transmittal Letter should be included as part of the Technical Proposal. The Transmittal Letter should be on the offeror's official business letterhead and should summarize the offeror's ability to supply the required products and services that meet the requirements defined in this RFP. The transmittal letter should include the following:
 - A statement indicating that the offeror is a corporation or other legal entity.
 - A statement indicating that the offeror is licensed to do business in South Carolina (include license number) or, that business licensure is not required.
 - A statement of affirmative action that the offeror does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap, except as provided by law.
 - A statement that no attempt has been made, or will be made, by the offeror to induce any party to submit or refrain from submitting a proposal.
 - A statement that the proposal was developed without collusion.
 - Signature of Authorized Representative
The Transmittal Letter must be signed by an individual, in that individual's name, who is authorized to commit the offeror's organization and its representatives in accordance with this section.
 - Authorizing Document
The offeror's personnel signing the Transmittal Letter of its proposal must be legally authorized by the organization to commit the organization contractually to all statements, including services and prices, contained in the proposal.
- (b) **Executive Summary**
The Executive Summary should condense and highlight the contents of the Technical Proposal in such a way as to provide the Evaluation Team with a broad understanding of the entire proposal
- (c) **Certification Statements**
The Offeror should complete the list of certification statements below and include them in its Technical Proposal (see Attachment 2).
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions
 - Certification for Contracts, Grants, Loans, and Cooperative Agreements Relating to Restrictions on Lobbying
 - Drug-Free Workplace Act
 - Minority Businesses
 - Ownership and Disclosure Form

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS – REQUIRED INFORMATION (JANUARY 2006): In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- (d) A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.
- (e) List of failed projects, suspensions, debarments, and significant litigation.

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

VI. AWARD CRITERIA

AWARD BY ITEM (JANUARY 2006): Award will be made by individual item.

AWARD CRITERIA – PROPOSALS (JANUARY 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.

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

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

A review panel will evaluate the Technical Proposal independent of the Cost Proposal. The Technical Proposal will be weighted ninety percent (90%) and the cost at ten percent (10%)

The Technical Proposal will be evaluated on the following criteria:

- Ability of Contractor to meet RFP requirements, 22.5 points
- Timelines, 22.5 points
- Corporate Capability and Experience, 18 points
- Understanding of Department and Contractor Responsibilities, 9 points
- Contract Staffing, 9 points
- Contract management, 9 points

The Offeror's Technical Proposal will also be evaluated with respect to the degree to which it meets the requirements of Section III. Scope of Work/Specifications. Alternative procedures will be evaluated and considered to the extent that these alternatives provide a more effective and cost efficient manner of proceeding than do the currently established procedures.

VII. TERMS AND CONDITIONS – A. GENERAL

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

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

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

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

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)

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

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

DISPUTES (JANUARY 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this

paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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

NOTICE (JANUARY 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT (JANUARY 2006): (a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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

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

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

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

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

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

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES (JANUARY 2006)

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

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

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

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

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of

intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

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

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

CONTRACT LIMITATIONS (JANUARY 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

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

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

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

COMMERCIAL GENERAL LIABILITY:

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

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

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

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

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

Combined Single Limit \$1,000,000

OR

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

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

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

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

primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

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

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

CONTRACTOR PERSONNEL (JANUARY 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.

CONTRACTOR'S OBLIGATION – GENERAL (JANUARY 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.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JANUARY 2006): The state may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY - UNKNOWN (JANUARY 2006): The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

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

PRICE ADJUSTMENTS (JANUARY 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.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (JANUARY 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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

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

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

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JANUARY 2006): 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 ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JANUARY 2006): Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

LIQUIDATED DAMAGES - The Contractor shall agree to the following damages for failure to deliver services according to the time schedule agreed upon by the Department and Contractor at the time of contract award. This time schedule is subject to modification at the annual contract renewal meetings. **However, the time schedule will always be consistent with State legislative requirements with respect to score report return dates.**

It is agreed that, for each and every calendar day work stipulated in this contract remains incomplete beyond the time set for its completion, other than for any such day work remains incomplete as a result of or attributable to late performance by the Department of any of its duties under this contract, the Contractor is subject to payment to the Department a sum of one thousand dollars (\$1,000) per calendar day as liquidated damages and not as a penalty. The said sum of one thousand dollars (\$1,000) per calendar day may be deducted from any compensation otherwise owed under the agreement. This shall be in addition to any other remedies the Department has by law.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (JANUARY 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

IX. ATTACHMENTS TO SOLICITATION

Additional attachments (Appendix A – J) are available for download by utilizing the following link:
www.state.sc.us/mmo/spo/07-S7302.htm

INTENT TO OFFER
SOLICITATION 07-S7302

Any vendor intending to submit an offer in response to this solicitation must submit a completed Intent to Offer form to the Materials Management Office by September 15, 2006, in order to be considered.

It the intent of _____
Name of Company and Location

to submit a proposal in response to the solicitation referenced above.

Signature

Title

Date

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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



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

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

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

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

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

☐	The South Carolina Secretary of State or	
☐	The South Carolina Department of Revenue	

Date of Registration: _____

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

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

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

Date

If Corporate officer state title: _____

(Name - Please Print)

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

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

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