

# RFP Development – Pre Solicitation

# RFP Development – Post Solicitation



**Norma J. Hall, FNIGP, CPPO, CPPB, CPM**  
**State IT Procurement Officer**  
**SC Division of Procurement Services**  
**UPPCC Governing Board**

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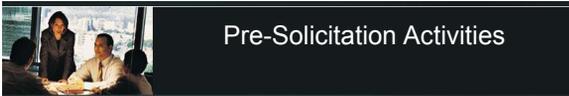
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*RFPs ARE ONLY ONE OF THE METHODS OF SOURCE SELECTION*

- Determination that RFP is appropriate method of source selection
- What factors determine that an RFP is the **BEST** method?
- When should you use an RFP?
- What are the differences between an RFP and an IFB?
- Do you have to document with a written justification?
  - Start with why an IFB (or other methods) won't work

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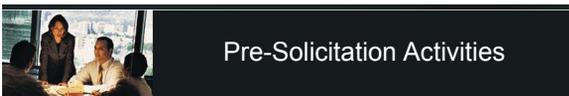
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Once you've made the determination that an RFP is the appropriate method of procurement, then what?

- Who is responsible for developing the Scope of Work?
  - Requesting Agency, Department
  - Your role...
    - Get Input from the Vendor Community
    - Issue a Request for Information
    - Seek Other Agencies Who Have Issued Similar RFPs
    - Research

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## Pre-Solicitation Activities

- **Two-Step Request for Proposal**
  - First Step – Request for Qualifications (RFQ) - Prequalification of Offerors to Ensure They Meet Minimum Qualifications; Offerors are Ranked
  - Second Step – Request for Proposal (RFP) – Traditional RFP that is Limited to Only Those Offerors who Were Selected in the RFQ Process
- When would you use a Request for Qualifications?

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## Pre-Solicitation Activities

- **Advantage**
  - In a two-part solicitation process, an RFQ is solicited, followed by an RFP that is solicited only to a smaller number of qualified firms--reducing the demands on both the reviewing agency and the professional services community in the selection process.
- **Disadvantage**
  - A key disadvantage to the two-part solicitation process is the time required to complete the advertisement, preparation and review of the two submittals.

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## Pre-Solicitation Activities

- **Should you score qualifications in your RFP if you have used the two step process and selected vendors to participate through a Request for Qualification**
- **Once Request for Qualifications are evaluated, ranked and offerors are selected to participate in the RFP you must publish the results.**
- **Is this pre-qualification process protestable?**

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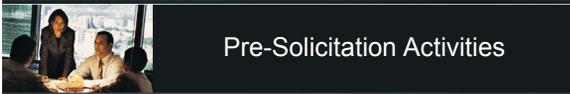
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• **Critical Components of an RFP**

– **Determine if a Pre-Solicitation Site Visit and Conference is Necessary**

- Publish when, where, what time, whether it is mandatory or non-mandatory
- Usually on the front page of the solicitation
- Remind them to print and bring a copy of the RFP
- Who conducts the meeting and what is discussed
- How do you handle questions

– Pages 17-19

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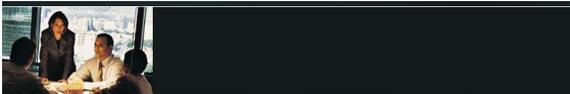
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**Critical Components of an RFP (continued)**

– Scope

– Instructions to Offerors

- General Instructions
- Special Instructions

– Scope of Work/Specifications

– Pages 20-21

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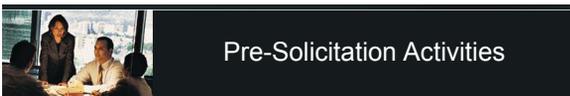
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• **SCOPE OF SOLICITATION**

- State the intent of the solicitation
- Give general description of what you need
- Introduction
  - History
  - Background
  - Budget (should you publish?)

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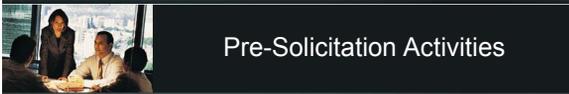
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- **Instructions to Offerors – General Instructions**
  - General Terms and Conditions
    - Certificate of Independent Price Determination
    - Certificate of Debarment and Other Responsibility Issues
    - Drug Free Workplace Certification
    - Ethics Certificate
    - Protests
    - Responsiveness/Improper Offers
    - Submitting Confidential Information
    - Withdrawal or Correction of Offer

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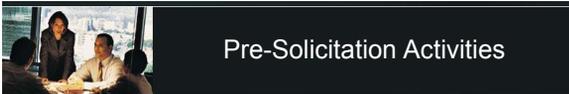
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- **Instructions to Offerors – Special Instructions**
  - Contents of Offer
  - Clarification
  - Conference - **Pre-Bid/Proposal Conference**
  - Demonstrations
  - Discussions and Negotiations
  - On-Line Bidding Instructions
  - Opening Proposals – Prices Not Divulged
  - Demonstration Requirements
  - Protests – CPO Address
- Page 22

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| <ul style="list-style-type: none"> <li>• <b>Scope/Statement of Work</b> <ul style="list-style-type: none"> <li>– A description of a product or service to be procured under a contract; a statement of requirements</li> <li>– The only official description of the work requirement</li> <li>– Provides the contractor/supplier with enough information to develop a technical proposal and price/cost proposal</li> <li>– Generally used for services</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• <b>Specification</b> <ul style="list-style-type: none"> <li>– A concise statement of a set of requirements to be satisfied by products, material, services, or a combination showing, whenever possible, the procedures to determine whether the requirements listed are satisfied</li> <li>– Requirements can be stated as a standard, a standard specification, a part of a standard, numerically, or descriptive statements.</li> <li>– Performance, Design, Combo</li> </ul> </li> </ul> |
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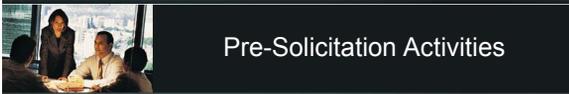
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- **The purpose of a Scope/Statement of Work or Specification**
  - Provides a basis for mutual understanding between the agency and the offeror/contractor/vendor on the requirements of the solicitation
  - A guidebook to determining whether all work items, products, materials, services have been delivered on schedule within cost

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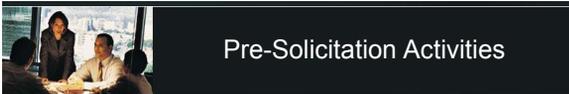
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- **Contractor/Supplier Developed Specifications/SOW**
  - (24 CFR 85.36(c)(1)(iv) – In order to ensure objective contractor performance and eliminate unfair competitive advantage:
  - Contractors funded to develop or draft statements of work/ specifications for IFBs or RFPs shall be excluded from competing in the procurement
  - **Exception-** All respondents to solicitations are provided with materials and information made available to the contractor involved in the scope development

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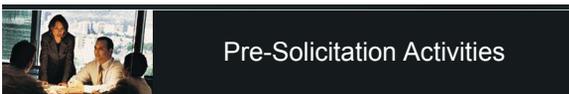
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- **Properly Prepared or Described Specifications**
  - Clear, correct, concise
    - Do not use ambiguous terms such as:
      - “to our satisfaction” “in a timely manner” “should”
  - Promotes fair and open competition – non-restrictive
  - Doesn't provide loopholes or allow for unbalanced bidding
  - Can be identified with a brand name, when necessary, best to use “or equal”
  - Capable of being checked to ensure “minimum specifications” have been met
  - Capable of being met by more than one vendor

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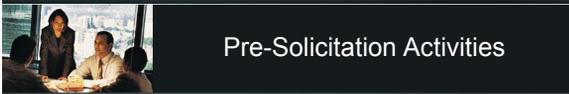
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• **Properly Prepared or Described Scope/Statement of Work**

- Enhances competition
- Clarifies the relationship between contractor and agency
- Affects the number of offerors "minimum qualifications"
- Directly relates to the quality of the proposal and the cost of the solution
- Establishes baseline tasks that are the foundation for sound evaluation criteria
- Plays a significant role in proposal evaluation and selection

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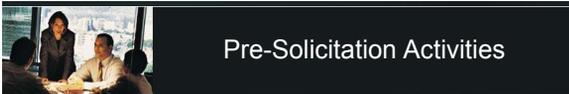
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• **Planning and Preparation of SOW/Specifications**

- Review all the requirements and documents authorizing the project (grants/project statement)
- Identify individuals who will have key roll in preparation or input
- Identify necessary cost drivers (justify)
- Break down the SOW into its component parts
  - Specify specific tasks, describe each work effort and task in terms of deliverables, milestones

How many times do you have to "re-work" – add to, clean up, or re-format the Statement of Work you receive?

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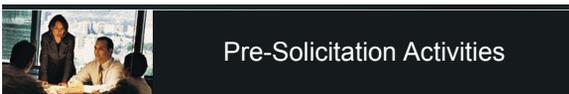
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• **Planning and Preparation of SOW/Specifications**

- Prepare a list of needs
- Define the schedule of work tasks to be completed, what comes first, what is last and what is in between
- Seek an expert's advice – in-house, other agencies, subject matter experts/consultants, research
- Define the final outcome, what do you expect to have once the contract is complete
- Discuss warranty and maintenance requirements and needs
- Evaluation factors should be tied to Scope/Statement of Work

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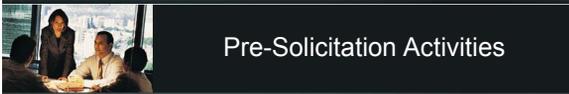
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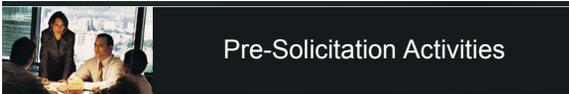
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## Scope/Statement of Work Outline

Pages 23-27



- **Scope/Statement of Work/Specifications**

- State the problem and the broad solution sought
- Specific tasks and sub-tasks required of the contractor
- State Parameters/Limitations
- Describe Deliverables, Reports, and Deadlines
- Describe any office space, equipment, supplies or services offered by the agency

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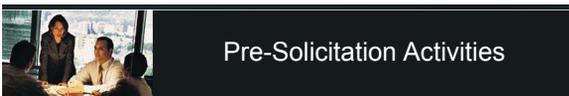
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- **Tips for Writing an Effective Scope/Statement of Work**

- Be clear, concise and correct, - **Proofread, more than once**
- Use simple, direct language
- Use active not passive tense – “the offeror **shall** conduct a test” **not** “a test should be conducted”
- Ensure you are clear on the offeror’s obligations and the obligations of the agency
- Limit abbreviations – if you must use them have a glossary of terms in the beginning of the solicitation (Section II A) – use dictionary definitions if at all possible
- Include all documents referenced in the solicitation, either by including a link to the document or as an attachment, if it is a link
  - **make sure it works**

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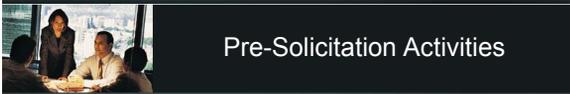
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- **Critical Components of an RFP**
  - Information for Offerors to Submit
  - Qualifications
  - Award Criteria
  - Terms and Conditions – General
  - Terms and Conditions – Special
  - Price/Business Proposal
  - Attachments to Solicitation

• Pages 28, 29, 31

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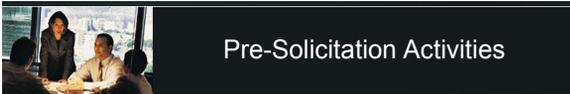
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- **Information for Offerors to Submit**
  - Content and Format of Proposal
    - Completed and Signed Cover Page
    - Executive Summary
    - Technical Overview
      - Key Features; Information & Data Security; Data Ownership; Development & Implementation Schedules; Migration of Existing Data; Source Code and Intellectual Property Ownership; Training Solution; Maintenance; Warranties; Disaster Recovery; End of Contract Data Migration Plan

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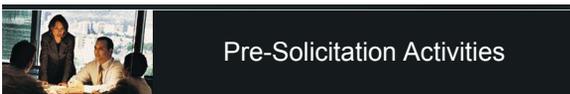
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- **Minimum Qualifications**
  - Licenses
  - Number of Years Experience
  - Specific Skills, Education, Degree
- **Minimum Requirements**
  - Number of Successful Implementations
  - Specific Equipment/Facilities
  - Specific Insurance, **Bonding**, Security Requirements

• **Maximum Requirements** Page 28, 30

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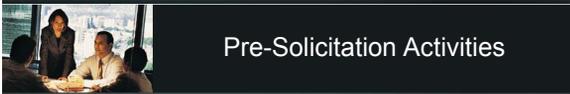
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- **Qualifications**
  - Does Prequalification Affect Responsibility Determinations?
  
  - Qualification Information for **Responsibility**
    - References
    - Financial Statements (past three years)
    - Past Performance - All contracts for past three years with services substantially similar
    - Dun & Bradstreet Supplier Qualifier Report (SQR) for last three years
    - List of failed projects, suspensions, debarments, significant litigation

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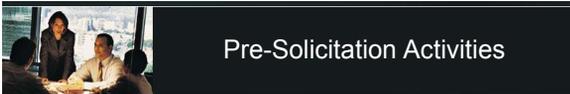
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- **Information for Offerors to Submit**
  - **Qualifications & Experience**
    - Company Profile; # Years in Business; # Employees; Licenses; Certifications; Training
    - Key Staff Resumes
    - List of Projects of Similar Size and Scope for Past X Years; Include Company Name, Project, Point of Contact, Phone #, Email Address; Client Lists
    - Evidence of Insurance
    - Price – Business Proposal; Identify Risks and Proposed Litigation

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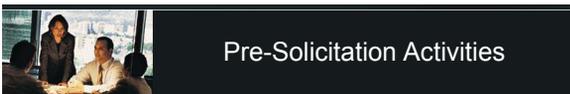
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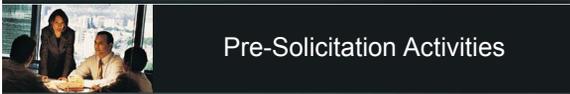
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• **Award Criteria**

- How will RFP be Awarded – Highest Ranked, **Responsive** and **Responsible** Offeror, that is most advantageous to the entity
- List all criteria that will be evaluated and scored, define the criteria, criteria for cost is generally 20 + percent, requests for less than 20% require approval of appropriate Chief Procurement Officer
- List all criteria in descending order of importance – state relative weightings of each criteria (always?)

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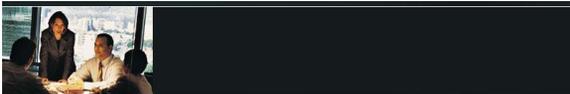
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• **Award Criteria**

Who's responsibility is it to determine evaluation criteria? What role does procurement play?

Compliance with requirements will be assessed on the stated percentages for each evaluation criteria (listed in highest percentage to lowest percentage), with price/cost points to be assigned by the Procurement Manager using a set formula- unless it is a Solutions Based RFP in which the Panel will also score cost.

All scores for each proposer will be added together to determine who the highest ranked offeror is.

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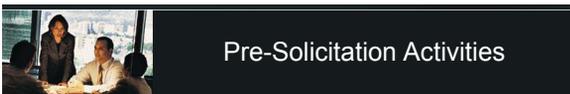
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• **Award Criteria**

- **Technical Proposal** – Completeness & suitability of the Offeror's proposed technical solution to meet or exceed the requirements; appropriateness of materials, products, services; completion time; innovation
- **Qualifications & Experience** – Of firm and project team; projects successfully completed of similar size and scope to requirements in solicitation

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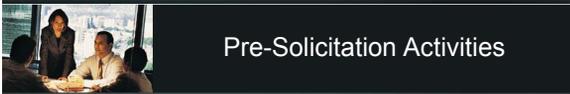
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• **Award Criteria**

- **Price/Business or Cost Proposal** – Price/Business proposal to include total project fixed price, identified risks and risk mitigation plan.
- **Price Analysis** – examination of sellers price, proposal by comparison with reasonable price benchmarks without examination and evaluation of the cost elements, profit and overhead which make up the price
  - Review the competitive price proposal
  - Compare with catalog or published price data
  - Compare historical prices
  - Obtain data from other jurisdictions/agencies

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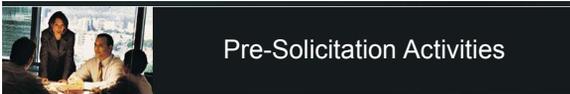
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- **Cost Analysis** – Cost proposal is total itemized costs associated with project development, implementation, data migration, training, warranty, maintenance, licensing fees, bonds or labor, materials, sub-contractors, equipment, maintenance; all cost to include general and administrative costs & overhead and may require a pre-award audit (federal funds).
  - Contractor is paid all allowable and applicable costs
  - Contractor commits to complete all the work
  - Total amount to be paid to contractor is not fixed at outset
  - Jurisdiction assumes most of the risk
  - Jurisdiction has greater contract administration responsibilities (auditing of all itemized invoices)

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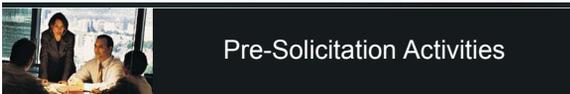
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• **Six Categories of Cost**

- **Variable Costs** – direct labor wages, cost of materials, certain overhead costs associated with filling the order
- **Fixed Costs** – do not vary with volume of production – may change over time
- **Semi-Variable Costs** – such as maintenance, utilities, and postage (are partly variable and partly fixed)

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• **Six Categories of Cost (continued)**

- **Total Cost** – the sum of variable, fixed and semi-variable costs
  
- **Direct Costs** – labor/material costs (actual salary of specific employees or average rate for overall categories, whichever will give the highest billing rate). Material costs are easier to determine
  
- **Indirect Costs** – overhead, which is made up of the burden/load (additional expenses associated with basic labor), and general sales & administration (annual & sick leave, insurance, taxes, rent, telephone, etcetera)

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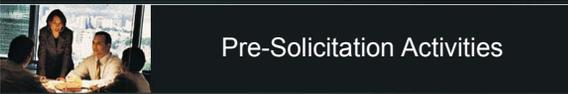
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**Pre-Solicitation Activities**

• **Award Criteria**

- **One Phase** – Evaluation criteria as stated in the RFP document only is scored.
  
- **Two Phase** – Evaluation criteria is scored first and all those that are within the competitive range are invited to give demonstration/oral presentation. You may allow all proposers to participate, depending on the project and the anticipated number of Offerors.

Demonstrations are scored and added to the scores from the evaluation criteria previously scored.

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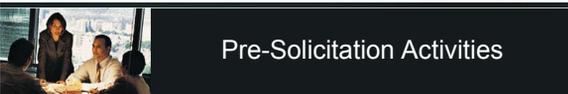
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**Pre-Solicitation Activities**

• **Terms and Conditions – A. General**

- Bankruptcy
- Choice-of-Law
- Contract Documents and Order of Precedence
- Discount for Prompt Payment
- Disputes
- False Claims
- Non-Indemnification
- Payment and Interest
- Setoff
- Survival of Obligations
- Termination Due to Unavailability of Funding

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Pre-Solicitation Activities

- **Terms and Conditions – B. Special**

- Changes
- Compliance with Laws
- Contractor’s Liability Insurance
- Contractor’s Personnel
- Contractor’s Obligation
- Data Privacy
- Default
- Illegal Immigration
- Indemnification – Third Party Claims

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Pre-Solicitation Activities

- **Terms and Conditions – B. Special (continued)**

- Information Security
- Information Security – Data Location
- Intellectual Property Infringement
- Licenses and Permits
- Price Adjustments
- Pricing Data – Audit – Inspection
- Privacy – Web Services
- Relationship of the Parties
- Term of Contract – Effective Date/Initial Contract Period
- Term of Contract – Option to Renew

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Pre-Solicitation Activities

**Price-Business or Cost Proposal**

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## Pre-Solicitation Activities

- **After Draft Solicitation is Prepared**
  - Complete Service Level Agreement (SLA) and forward it to using agency/department/division for review and approval.
  - SLA is your “contract” with the agency on completion timelines for each activity. It is a living document throughout the RFP process and will be modified as necessary. **Documents why original time frames were not met.**

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## Pre-Solicitation Activities

- **After Draft Solicitation is Prepared**
  - Ensure Evaluation Criteria is set (with percentages)
  - Make revisions to draft as necessary
  - Receive approval(s) to issue RFP
  - Obtain list of Contractors/Vendors from agency
  - Receive RFP Panel Member information - name, agency/department, telephone numbers, email address

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## Pre-Solicitation Activities

- **After Draft Solicitation is Prepared (continued)**
- RFP Panel
  - What is Procurement’s role? Evaluate Proposals or Chair Committee only?
  - What is the appropriate number of people?
  - Subject Matter Experts – do they vote?
  - Do you allow elected officials to be part of the evaluation committee?
  - Do you allow supervisors/subordinates to serve on the same panel?

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Pre-Solicitation Activities

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***Issue Solicitation***



Pre-Solicitation Activities

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**QUESTIONS?**

**ITMO SOP  
Attachment 5**

**Pre-Submission Conference Opening Statement**

Welcome to the pre-bid/proposal conference for solicitation ##-S#### for  
description for the South Carolina Department of \_\_\_\_\_.

The purpose of this meeting is to receive input, comments, questions, and suggested changes relative to this solicitation. As a reminder only those issues presented in writing and responded to in a formal Amendment can modify the solicitation. Nothing I say here today, or anything said by another employee of the State, can modify the published solicitation. The only acceptable changes to the solicitation are formal Amendments published by this office.

Consequently, any changes you wish the State to consider must be submitted in writing before the deadline as expressed in the solicitation. Therefore, the goal of today's meeting is to increase your knowledge of the solicitation as it is written and provide an informal mechanism in which you may advise the State of any changes it should make. However, please be advised as I said earlier, only those issues presented in writing and responded to in a formal Amendment can modify the solicitation. Additionally, the Amendment may address other issues identified by the State.

If during the course of this meeting, issues arise for which you do not have written questions, please hand write them and submit them prior to the end of this meeting, otherwise, the State will not be able to provide a verbal response at this meeting.

I will read all questions out loud to ensure a clear understanding of your concerns. We will try to answer as many of the questions as possible. If we cannot answer a question today, we will defer that answer to the published Amendment.

I will now accept questions.

Minutes:

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Procurement Manager's Signature

**SOLICITATION #XX-SXXXX**  
**PRE-SUBMISSION CONFERENCE**  
**ATTENDANCE RECORD**

**TITLE:** \_\_\_\_\_

**DATE:**

**TIME:**

<b><u>REPRESENTATIVE(S)</u></b>	<b><u>COMPANY &amp; ADDRESS</u></b>	<b><u>TELEPHONE</u></b>
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_____	_____	<b><u>EMAIL</u></b>
_____	_____	_____
<b><u>REPRESENTATIVE(S)</u></b>	<b><u>COMPANY &amp; ADDRESS</u></b>	<b><u>TELEPHONE</u></b>
_____	_____	_____
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<b><u>REPRESENTATIVE(S)</u></b>	<b><u>COMPANY &amp; ADDRESS</u></b>	<b><u>TELEPHONE</u></b>
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<b><u>REPRESENTATIVE(S)</u></b>	<b><u>COMPANY &amp; ADDRESS</u></b>	<b><u>TELEPHONE</u></b>
_____	_____	_____
_____	_____	<b><u>EMAIL</u></b>
_____	_____	_____

**SOLICITATION #XX-SXXXX**

**TITLE:** \_\_\_\_\_

**PAGE # 2**

**REPRESENTATIVE(S)**

**COMPANY & ADDRESS**

**TELEPHONE**

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

### CONTENTS OF OFFER (RFP) -- ITMO (JAN 2006)

The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume. [02-2B035-1]

### CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

### DEMONSTRATION REQUIREMENTS

The responsive Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase I evaluations will be required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors. The presentation will be made 'in person' at, 300A Outlet Pointe Blvd, Columbia, SC 29210 and any travel expenses incurred by the Offeror are the Offeror's sole responsibility. The time allotted per individual Offeror shall not exceed one and a half (1.5) hours. Note that the week of 06/09/2014 is tentatively scheduled for the demonstrations. Offerors should reserve those dates. ITMO will notify Offerors as quickly as possible to schedule specific dates and times.

- (a) The activities of the Offeror should be limited to a demonstration of the solution described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.
- (b) The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
- (c) The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed solution.
- (d) The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.

### DISCUSSIONS and NEGOTIATIONS (NOV 2007)

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

### ON-LINE BIDDING INSTRUCTIONS

# **STATEMENT OF WORK (SOW)**

**FOR**

## **PROJECT BASED INFORMATION TECHNOLOGY SERVICES**

***[Project Name]***

***[Agency Name]***

***[Date]***

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**Statement of Work (SOW)  
for Project-Based Information Technology Services Contracts**

**Project Name  
Customer Name**

**1. Introduction**

*Describe the deliverables-based services to be delivered and the characteristics of the deliverables at a summary level. The statement of work (SOW) is unique and distinct for each project.*

**2. Background**

*Explain why the Customer is contracting for this deliverables-based service. Provide useful information regarding the Customer organization, project history, future plans or any other relevant information regarding the work to be performed.*

**3. Scope**

*The scope identifies what is included in the project. Often, however, a scope section also notes what is not included in the project.*

**In Scope**

- *Define those activities and requirements that are included in the scope of this project*
- *List the high level project deliverables whose satisfactory delivery mark completion of the project*
- *These deliverables define the results that must be achieved for a proposed solution to effectively respond to the need*

**Out of Scope**

*Define the activities that are not a part of the scope of this project*

**4. Project Risks, Assumptions and Constraints**

**Risks:** *The risks identified at the start of the project. It includes a quick assessment of the significance of each risk (probability and effect) and how to address them.*

**Assumptions:** *This section specifies all factors that are, for planning purposes, considered to be true, real, or certain but without including proof. During the planning process, these assumptions will be validated. If any assumptions are inaccurate, inconsistent, or incomplete, they will create project risks and may adversely affect project scope, timeline, and cost.*

**Constraints:** *This section identifies the specific constraints or restrictions that limit or place conditions on the project, especially those associated with the project scope such as a hard deadline, a predetermined budget, a set milestone, contract provisions, or privacy or security considerations.*

**5. Roles and responsibilities**

*At a high level, document an understanding among all parties concerned and the responsibility of each party involved.*

*Some questions/statements to be answered:*

*What resources are needed and expected from both the contractor and the agency or agencies?*

*Who will be the program manager from each party?*

*When are these resources available?*

**Statement of Work (SOW)  
for Project-Based Information Technology Services Contracts**

**Project Name  
Customer Name**

*Quantify the resource needs?*

*Are the resources being offered by agencies available to support the project?*

*Make sure the agency(s) does not over allocate resources.*

*What skill sets are needed that are not available by a state agency?*

*What outside vendor(s) could help with the needed skill sets?*

*Define the type of vendor assistance: Turnkey Solutions, Vendor-Assisted (Fixed Price),*

*Supplemental Staffing (Time/Materials), COTS Hardware/Software, Other?*

*Consider not only primary roles but "areas of involvement"*

*If possible, provide an organizational chart with functional titles. The functional title helps define the role.*

*Define the extended team that is considered "secondary/less involved" but are still important personnel. Examples: Computer Operations, Mail Services, Auditing, etc.*

**6. Success Factors**

*How do you determine if the project is successful? This is your high level statement of what will make your project a success. You can also identify high level objectives in this section.*

**7. Deliverables**

*What will the project team be delivering?*

*All deliverables must be defined in the SOW. This is what you expect the consulting team to complete for your project.*

**7.2 Sample Delivery Schedule**

No.	Item	SOW Paragraph	Due Date	Recipient
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

**8. Acceptance Criteria**

*Driven by your success factors.*

*Measurable objectives.*

*This section specifically identifies the acceptance criteria for your deliverables identified earlier in the SOW. If this section is not included, how will you determine the deliverables are complete? Also, note that your deliverables' acceptance criteria can drive the payment schedule.*

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**Statement of Work (SOW)  
for Project-Based Information Technology Services Contracts**

**Project Name  
Customer Name**

**9. Target Dates**

*Milestones for the project.*

*Desired go-live date.*

*Project phases and target dates should be identified in the SOW. Specifically identifying the dates in an SOW ensures everyone understands when the work needs to be completed.*

**10. Staffing Plan**

*Skill sets. How many people? And when?*

**11. Communications Plan**

*Project Steering Committee.*

*Project Communication Requirements.*

**Sample Content (Example – at a minimum, Agencies should consider the following items when developing their SOW)**

*The Vendor is required to provide the Agency contract manager with weekly written progress reports of this project. These are due to the Agency contract manager by the close of business on the specify day each week throughout the life of the project  
The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.*

*The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.*

*The Vendor will be responsible for conducting weekly status meetings with the Agency contract manager. The meetings will be held on specify day of each week - at a time and place so designated by the Agency contract manager - unless revised by the Agency contract manager. The meetings can be in person or over the phone at the discretion of the Agency contract manager.*

**12. Change Management Process**

*Change Management Steering Committee*

*Change Management Process*

*Sample Change Request Form*

**13. Payment Schedule**

*Time and Material (T &M) contracts are billed as the hours are worked. Note that T &M payments are not driven by deliverables.*

*Fixed Price contracts, payment amounts, dates, and acceptance criteria need to be specifically noted in the SOW. In fact, these items should already be identified in your SOW*

*The main purpose of this section is to detail the pricing for the deliverables-based services. Vendors should also provide a summary of any assumptions and exclusions.*

*ITMO strongly suggests that Vendors be required to provide hourly rates as a point of reference for the Customer when evaluating the pricing submitted for the SOW.*

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**Statement of Work (SOW)  
for Project-Based Information Technology Services Contracts**

**Project Name  
Customer Name**

**Sample Pricing Sheet for Hourly Rates**

Name	Hourly Rate	Hours

**14. Invoices**

*Describe the Vendor's responsibilities for invoicing Agency including invoice content, frequency/schedule and instructions for submitting invoices. Payments will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code.*

**15. Agency/Vendor-Furnished Equipment and Work Space**

*Specify what equipment and/or work space the Agency will provide or the expectations of what the Vendor will provide.*

**16. Additional Agency Terms and Conditions**

*List any additional terms and conditions required by the Agency. Agencies may negotiate the terms and conditions of a SOW to suit their business needs so long as the SOW terms and conditions do not conflict or weaken the ITMO master contract.*

**Project Completion: 180 days** (from the date listed on the “Intent to Award”)

#### **IV. INFORMATION FOR OFFERORS TO SUBMIT**

##### **INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006)**

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

##### **CONTENT AND FORMAT OF PROPOSAL**

The items listed below represent the order of and the minimum sections and information to be included in the proposal. Your offer should include enough detail from the outline below to demonstrate an understanding of the current environment and scope of the project. The proposals shall be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find where the RFP requirements are specifically addressed. Failure to provide information required by this RFP may result in rejection of the proposal. **Offers which impose conditions that modify requirements of the Solicitation may be rejected (Reference “RESPONSIVENESS/IMPROPER OFFERS” clause on page 12).**

- **COMPLETED AND SIGNED “COVER PAGE” AND “PAGE TWO”** (inside cover)
- **EXECUTIVE SUMMARY** – State briefly the Offeror’s understanding of the scope of work and requirements outlined in the specification.
- **TECHNICAL OVERVIEW** – Explain, in detail, the items listed below.
  - Key features of proposed web portal
  - List of SharePoint “Best Practices”
  - Proposed security features
  - Complete development and implementation schedule
  - Proposed training solution offered
    - Training of FDTC employees
    - Duration of training
    - Training material
  - All support services and guarantees offered
    - Maintenance
    - Response times
    - Warranties & Guarantees (functional, performance, and quality of workmanship)
    - Disaster recovery plan and back-up plan for proposed web portal
  - Ownership rights to all proposed intellectual property
- **QUALIFICATIONS & EXPERIENCES:** Submit and explain (as necessary) the requested information listed below.
  - Key staff assigned to this contract (Project Manager, Lead Technical Analyst, Programmer, etc.)
    - Include resumes
  - Provide a list of web portals (minimum of 10) designed in the last 3 years that are similar in scope to web portal described in this solicitation.
    - Include company name, point of contact, and phone number
  - Company profile
    - Brief narrative on company
    - Total number of employees
    - How long in business (Submit date organized)

- **PRICE - BUSINESS PROPOSAL:** The total itemization of all costs to FDTC to include but not limited to all cost associated with development, training, maintenance, and support of the new web portal system.

**MINORITY PARTICIPATION (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:<http://www.govoep.state.sc.us/osmba/> [04-4015-1]

**OFFSHORE CONTRACTING (JAN 2006)**

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

(a) What type of work is being contracted offshore? \_\_\_\_\_

(b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_

(c) What percentage (%) of the total value of the contract is being contracted offshore? \_\_\_\_\_

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this

	Describe role-based access and authentication controls of the applications.
Audit and Accountability	Describe the auditable events of the application and audit record content.
	Describe how auditable events are generated, captured, and retained.
System Integrity and Availability	Describe input validation and restriction capabilities and mechanisms of the application.
	Describe security considerations in the application for error handling and error messages.
	Describe specific back-up and recovery procedures for the entire CITS, including servers and other components.
	Describe security capabilities of the application for output handling and output retention.
Certifications	List certifications that the organization has relevant to the software lifecycle (e.g. CMMI, ISO).
Security Assessment	Describe the process for your security assessments; how they are conducted and in what timeframes?

**(D.) QUALIFICATIONS - EVALUATION**

Offerors must submit the following information for purposes of evaluation:

- (a) A detailed, narrative statement listing the three most recent, comparable contracts which you have performed of similar scope and size. Include the general history and experience of your organization while performing the services.
- (b) A list of every business for which offeror has performed, at any time during the past five (5) year(s), services substantially similar to those sought within this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.
- (c) Key staff, their resumes, and areas of responsibility performing services sought within this solicitation.
- (d) The number of customer implementations within a major government tax authority within the last five (5) years.
- (e) Attachment O – number of Customer implementations per tax type.

**(E.) PRICE- BUSINESS PROPOSAL**

Please see Section VII. Price-Business Proposal

[04-4005-1]

**MINORITY PARTICIPATION (JAN 2006)**

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

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

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

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ]

**PERFORMANCE BOND FOR OTHER  
THAN CONSTRUCTION CONTRACTS**

KNOW ALL PERSONS BY THESE PRESENTS THAT

\_\_\_\_\_ *(Insert full name or legal title and address of Contractor)*  
hereinafter referred to as "Principal," and

\_\_\_\_\_ *(Insert full name and address of principal place of business of Surety)*  
A corporation duly organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, and authorized to transact business in this State, hereinafter call the "Surety," are jointly and severally held and firmly bound unto

\_\_\_\_\_ *(Insert full name of Agency)*  
hereinafter referred to as "Obligee," the sum of \_\_\_\_\_, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.  
THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal has entered into the contract identified as follows:

\_\_\_\_\_ *(Insert a Description of the Contract and the Date of the Contract)*  
THEREFORE: Default of the Principal shall occur upon the failure of the Principal to fully and faithfully perform each and every obligation of the contract referenced above, which contract is incorporated herein by reference. The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the life of any bond required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of these modifications to the Surety is waived. The bond for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The bond may be renewed annually at the same amount as the initial bond so long as the bond is in effect each year of the initial contract period and each of the one year option periods if the contract is extended for those option years. The bond for an option term covers the period of performance for the option being exercised and any extensions thereof. The failure of the Surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term. The Surety shall, within 15 days after receipt of notice of the Obligee's declaration of Principal's default and termination of the contract take one of the following actions: (1) Arrange for the Principal, with the consent of the Obligee, to perform and complete the contract; (2) Undertake to perform and complete the contract itself through its agents or independent contractors; or (3) Waive its right to perform and complete, to arrange for completion, or to obtain a new contractor and, within 45 days thereafter tender payment to the Obligee for its damages resulting from the Principal's failure of performance in an amount not to exceed the penal sum of the bond. Any dispute, suit, action or proceeding arising out of or relating to this bond shall be governed by the Dispute Resolution process defined in the contract document and the laws of the State of South Carolina. The Surety hereby waives notice of any change, including changes of time or the extensions thereof, to the contract or to related subcontracts, purchase orders or other obligations.

Term of bond:  
This bond is for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. This bond may be extended for additional terms at the option of the Surety, by continuation certificate or new bond executed by the Surety.

IN WITNESS WHEREOF, Surety and Principal, intending to be legally bound hereby, subject to the terms stated above, do cause this Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ BOND NUMBER \_\_\_\_\_  
PRINCIPAL SURETY

\_\_\_\_\_  
*(Principal's Name)*

\_\_\_\_\_  
*(Surety's Name)*

BY: \_\_\_\_\_  
*(Signature/Title)*

BY: \_\_\_\_\_  
*(Signature/Title) (Attach Power of Attorney)*

ATTEST: \_\_\_\_\_  
*(Signature/Title)*

ATTEST: \_\_\_\_\_  
*(Signature/Title)*

**PERFORMANCE BOND FOR OTHER  
THAN CONSTRUCTION CONTRACTS**

KNOW ALL PERSONS BY THESE PRESENTS THAT

\_\_\_\_\_ *(Insert full name or legal title and address of Contractor)*  
hereinafter referred to as "Principal," and

\_\_\_\_\_ *(Insert full name and address of principal place of business of Surety)*  
A corporation duly organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, and authorized to transact business in this State, hereinafter call the "Surety," are jointly and severally held and firmly bound unto

\_\_\_\_\_ *(Insert full name of Agency)*  
hereinafter referred to as "Obligee," the sum of \_\_\_\_\_, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal has entered into the contract identified as follows:

\_\_\_\_\_ *(Insert a Description of the Contract and the Date of the Contract)*

THEREFORE: Default of the Principal shall occur upon the failure of the Principal to fully and faithfully perform each and every obligation of the contract referenced above, which contract is incorporated herein by reference. The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the life of any bond required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of these modifications to the Surety is waived. The bond for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The bond may be renewed annually at the same amount as the initial bond so long as the bond is in effect each year of the initial contract period and each of the one year option periods if the contract is extended for those option years. The bond for an option term covers the period of performance for the option being exercised and any extensions thereof. The failure of the Surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term. The Surety shall, within 15 days after receipt of notice of the Obligee's declaration of Principal's default and termination of the contract take one of the following actions: (1) Arrange for the Principal, with the consent of the Obligee, to perform and complete the contract; (2) Undertake to perform and complete the contract itself through its agents or independent contractors; or (3) Waive its right to perform and complete, to arrange for completion, or to obtain a new contractor and, within 45 days thereafter tender payment to the Obligee for its damages resulting from the Principal's failure of performance in an amount not to exceed the penal sum of the bond. Any dispute, suit, action or proceeding arising out of or relating to this bond shall be governed by the Dispute Resolution process defined in the contract document and the laws of the State of South Carolina. The Surety hereby waives notice of any change, including changes of time or the extensions thereof, to the contract or to related subcontracts, purchase orders or other obligations.

Term of bond:

This bond is for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. This bond may be extended for additional terms at the option of the Surety, by continuation certificate or new bond executed by the Surety.

IN WITNESS WHEREOF, Surety and Principal, intending to be legally bound hereby, subject to the terms stated above, do cause this Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ BOND NUMBER \_\_\_\_\_  
PRINCIPAL SURETY

\_\_\_\_\_  
*(Principal's Name)*

\_\_\_\_\_  
*(Surety's Name)*

BY: \_\_\_\_\_  
*(Signature/Title)*

BY: \_\_\_\_\_  
*(Signature/Title) (Attach Power of Attorney)*

ATTEST: \_\_\_\_\_  
*(Signature/Title)*

ATTEST: \_\_\_\_\_  
*(Signature/Title)*

clause is for information only and will not be used in the evaluation and determination of an award.  
[04-4020-1]

#### **SUBMITTING REDACTED OFFERS (FEB 2007)**

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

## **V. QUALIFICATIONS**

#### **QUALIFICATION OF OFFEROR (JAN 2006)**

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

#### **QUALIFICATIONS – REQUIRED INFORMATION:**

In order to evaluate your responsibility, Offeror shall submit the following information or documentation for the Offeror and any subcontractor you should identify in response to the clause entitled Subcontractor-Identification (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) The most current financial statements (balance sheet and income statement), financial statements for the last three fiscal years, and information reflecting the current financial position. If there are audited financial statements meeting these requirements, those statements must be provided. [Reference Statement of Concepts No. 5 (FASB, December, 1984)] In lieu of the financial statements, Offeror may submit a copy of a Dun and Bradstreet Supplier Qualifier Report (SQR) for the last three (3) years of operations.
- (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**

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.

- **Subcontracting of services will be limited to graphic design and layout development tasks only. No other services will be allowed to subcontract.**

## **VI. AWARD CRITERIA**

**AWARD CRITERIA -- PROPOSALS (JAN 2006)**

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

**AWARD TO ONE OFFEROR (JAN 2006)**

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

**COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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

**EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

1. **Technical Proposal:** The completeness and suitability of the Offeror's proposed technical solutions to meet or exceed the requirements of this RFP. (45 Points)
2. **Qualifications and Experience:** Qualifications and experience as demonstrated. Projects completed that are similar in scope to the services outlined in this solicitation. (30 Points)
3. **Price-Business Cost Proposal:** The total itemization of all costs to FDTC to include but not limited to all cost associated with development, training, maintenance, and support of the new web portal system. (25 Points)

**VII. TERMS AND CONDITIONS -- A. GENERAL****ASSIGNMENT (JAN 2006)**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

**BANKRUPTCY (JAN 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. [07-7A005-1]

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

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

**CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 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

**EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

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

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Each Offeror required to provide a demonstration of product technical capability will be evaluated against the Phase II set of criteria indicated below. The Phase II—Demonstration of Product Technical Capability includes the demonstration only.

**Phase I****1. Functional Requirements:**

The degree, completeness and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of this RFP.

**2. Qualifications:**

The Offeror's demonstrated experience and capabilities to the scope of services, relevant client list, response to Attachment O (Tax Type Matrix), and the expertise of key personnel.

**3. Price-Business Proposal:**

The total cost of the proposed solution for the potential five (5) year contract term.

After the evaluation of the Phase I criterion, the criteria scores will be calculated and the average score will not exceed 100 (one hundred) points. All responsive and responsible Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase I evaluation, with the allowable demonstration criteria points being considered, will be asked to provide a demonstration of their proposed solution and will be evaluated in Phase II. Scores from Phase I and Phase II will be added together to determine the highest ranked proposal. If only 1 (one) Offeror is invited to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

**PHASE II****Demonstration:**

Demonstration of the product technical capabilities of the proposed solution to meet the needs of the State as defined in this RFP.

[06-6065-1]

**ITMO SOP  
Attachment 3**

**Point of Contact Guide and Service Level Agreement**

**(Section 1 for ITMO)**

**Purpose:** The following **Point of Contact Guide** is designed to assist the ITMO Procurement Manager with the numerous details to be communicated to the agency for a successful procurement timeline. The ITMO Procurement Manager should explain the procurement process to include a typical RFP schedule with any potential delays due to protest at the issuance of the solicitation, amendments, and award to include all appeals and statutory delays.

The RFP procurement process

- IT Planning process
- Project Management requirements
- Receipt and review of requisition and specifications
- Creating the appropriate contractual terms and conditions
- Issuing the solicitation
  - Potential protest
    - 15 calendar days to protest
    - 15 working days for CPO hearing
    - 10 calendar days for decision
    - 10 calendar days to appeal
    - 30 calendar days for Procurement Review Panel hearing
    - 30 calendar days for Panel decision
    - 110 calendar days potential delay
- Pre-proposal conferences, site visits,
- Address vendor questions and concerns.
- Issuing Amendments
  - Potential protest
- Opening solicitation responses, review by ITMO
- Reference checking, demonstrations
- Evaluation
- Review of vendor proposed contractual changes and EULAs
- Negotiation
- Award, Intent to Award
  - Potential protest (10 day intent to protest, 15 days potential delay)
- FOIA Procedures
- Post Procurement Process
- Agency issues PO
- Change Orders & Contract Modifications: All change orders and amendments must be approved by the ITMO Procurement Officer, his/her successor, or section supervisor.

Establishing a Service Level Agreement (SLA) between ITMO and the agency point of contact will assist both parties in clarifying expectations, assigning responsibilities, and establishing commitments.

This **Point of Contact Guide** also contains a series of questions. The answers will assist both parties in making critical decisions about the project and the appropriate procurement processes to employ to meet both parties' needs. Some of these questions may seem obvious and you may feel that they are unnecessary. However, the level of information technology and procurement knowledge may differ greatly from one agency or procurement to another; therefore, it is ITMO's suggestion that all of these questions be reviewed with the agency point of contact.

- **Initial Questions:**
  - What is the project?
  - When does this procurement need to be awarded?
  - What is the budget?
  - Is your budget derived from a "grant", if yes, from who do you need approval, if any, to make the award?
  - Do you want the budget published?
  - Are you aware of any possible solutions?
  - Is it make and model?
  - Is there acceptable competition?
  - Do you have specifications?
  - Do specifications include project manager requirements if appropriate?
  - Do the specifications include milestones?
  - Do the specifications include deliverables?
  - Do the specifications include performance requirements?
  - Will a pre proposal conference be necessary?
  - Will a site visit be necessary?
  - Do you require demonstrations in order to make a decision?
  - Determine source selection method.
  - How will the responses be evaluated? Against what criteria?
  - What are the reference questions?
  - Who is checking the references?

The ITMO Procurement Manager and the agency point of contact are to reach an agreement as to the schedule of events and timing of the different phases of the procurement. The SLA should be reviewed and acknowledged by the ITMO Procurement Manager and the agency point of contact.

## Schedule of Events Things to Consider When Establishing Event Dates (Section II for the Customer)

Dear Customer, the list of following events is provided to you as an aid to assist us in formulating our Service Level Agreement (SLA) and Schedule of Events. We need to allow sufficient time for each event to ensure we provide time to conduct quality control for all of the taskings and responsibilities. We thank you in advance for your understanding and cooperation.

**When establishing the procurement timeline, start with the award date and back into all other dates requested on the SLA**

**1. Intent to Award:** The "Posting" Date of the Intent to Award. We must determine this deadline. This is the Date we "post" the Award to the Internet. If a solicitation has the potential value for the life of the contract in excess of One Hundred Thousand (\$100,000.00) dollars, we must make a public notice.

**2. Negotiations:** Time may be allotted in the procurement process to allow the Procurement Officer to negotiate the price with the highest ranked Offeror. **This can be a time consuming process but it can save hundreds of thousands (\$100,000.00) of dollars over the potential life of the contract. This step must be completed before an Award can be made.**

**3. Evaluation Panel Meetings:** Time must be allotted in the procurement process for the Evaluation Team to conduct their independent evaluations. Once this is completed, the Evaluation Panel will meet as a group to conduct the final evaluation meeting.

**4. Phase II of Evaluations (if applicable):** We must determine this deadline. Based on the evaluation of the above criteria, the Offerors receiving at least X% of the highest score will be scheduled by the State for a demonstration. Each of these Offerors will be given a Date and Time that the Evaluation Panel will view the demonstration. "X" amount of time will be allowed for each of the Offerors to demonstrate their proposed system.

**5. Phase I of Evaluations (if applicable):** We must determine this deadline. Proposals will be evaluated by the Evaluation Panel based on the Solicitation's Evaluation Criteria.

**6. The Procurement Officer "Charges" the Evaluation Panel:** We need to determine the Date the Procurement Officer will "charge" the panel. This Date is when the Evaluation Panel receives the responses and begins their independent evaluation.

**7. ITMO's Evaluation of Proposals:** Prior to the Procurement Officer "Charging the Panel" and the proposals being distributed to the Evaluation Team, the Procurement Officer **must first read all responses to ensure the proposals meet the requirements of the RFP.** The Procurement Officer must consider a multitude of areas, some of which are: the Offeror's Responsiveness, Technical, Cost, Business Proposals, Financial Information, Minor Informalities and Minor Irregularities, Modifications of Requirements by Offerors (Rejection of Bids), and then if errors are

discovered, the Procurement Officer must record in writing certain “Determinations and Findings”. **This can be a time consuming step in the procurement process.**

**8. Public Opening:** We must determine this deadline. This is the Date we officially “Open” all of the responses, it is the deadline for receipt of formal proposals. We must allow sufficient time for the Offeror’s to process the State’s answers and then submit their formal response.

**9. State’s Intended Date to Answer the Questions:** We must determine this deadline. We must allow sufficient time in the procurement process to ensure we provide for quality control of the State’s responses to each Offeror’s questions. We must allow sufficient time for the Offeror’s to process the State’s answers and then submit their formal response.

**10. Deadline for Receipt of Questions:** We must determine this deadline. One (1) week after a Pre-Proposal Meeting is a good time frame to allow the vendors for submitting their official questions.

**11. Pre-Proposal Meeting:** We need to agree on either having a Pre-Proposal Meeting or not. For complex solicitations, these meetings can greatly improve the communication between the State and potential Offerors. These meetings can greatly reduce the amount of formal written questions submitted by the Offerors for the Evaluation Team to answer, **thus greatly reducing the overall time of the solicitation process.**

**12. Issuance of Amendments:** Any Amendment **restarts the clock** for any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract to protest to the chief procurement officer **within fifteen (15) days of the Date of issuance of the Amendment.**

**13. Potential of Protest of Specifications:** Keep in mind that, any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract **may protest to the Chief Procurement Officer within fifteen (15) days of the Date of Issuance of the Invitation For Bids or Requests for Proposals or other solicitation documents**, whichever is applicable, or any amendment thereto, if the amendment is at issue.

**14. Issuance of the Specifications:** We need to agree on the Date we “Issue” the solicitation. This is the Date we publish the solicitation on the World Wide Web.

**15. Creating the Solicitation’s Specifications:** We need to agree on the solicitation’s specifications. Numerous drafts maybe emailed back and forth until we produce a quality document which will meet your requirements, successfully stand-up to vendor scrutiny and an external auditor’s examination.

**16. Potential of Protest of Award:** Keep in mind that, any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the Award may protest the Award. **The aggrieved party has ten days (10) from the date of the issuance of notice to send notice of protest and 5 additional days to perfect the protest.**

## SERVICE LEVEL AGREEMENT

Agency Requisition Number:

Procurement Manager Assigned Date:

Description:

Solicitation Number:

The purpose of this SLA is to establish milestones and deliverables for each anticipated activity in the procurement process to provide the above stated commodity/service. Both Parties agree to abide by the scheduled timeframe below. If the timeframe is not adhered to, then a new schedule must be mutually agreed upon and implemented. If the agency fails to meet timeframes set, the job may be delayed as it will have to be rescheduled according to the Procurement Officer's available time.

<b>1. ITMO Procurement Officer (name, phone, email)</b>	
<b>2. Agency Purchasing Officer Contact (name, phone, email)</b>	
<b>3. Agency Program/End-User Contact (name, phone, email)</b>	
<b>4. Final Approval of Draft Solicitation</b>	
<b>5. Solicitation Issue Date</b>	
<b>6. Site Visit/Pre-Proposal Conference</b>	
<b>7. Deadline for Questions (If other than pre-proposal conf)</b>	
<b>8. ITMO sends questions to Agency</b>	
<b>9. Agency sends answers to questions to ITMO</b>	
<b>10. ITMO issues amendment to solicitation answering questions</b>	
<b>11. Solicitation Opening Date</b>	

<b>12. ITMO reviews Offeror Responses</b>	
<b>13. ITMO sends Agency Offeror Responses for Bids ***NOT APPLICABLE FOR RFPs***</b>	
<b>14. Evaluation Panel Briefing Date</b>	
<b>15. Evaluation Panel Final Evaluation Meeting Date</b>	
<b>16. Negotiations</b>	
<b>17. Agency approves award via email</b>	
<b>18. Award/Posting Date</b>	
<b>Other</b>	

<b>Evaluation Panel Members Name</b>	<b>Title, Phone, Email</b>
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7 (add more if necessary)</b>	

<b>Persons responsible for Reference Checks Name</b>	<b>Title, Phone, Email</b>
<b>1</b>	

<b>2</b>	
<b>Person (s) responsible for Financial Analysis Name</b>	<b>Title, Phone, Email</b>
<b>1</b>	
<b>2</b>	

Date: \_\_\_\_\_

\_\_\_\_\_  
ITMO Procurement Manager

\_\_\_\_\_  
Agency Point of Contact

# RFP Development – Post Solicitation



**Norma J. Hall, FNIGP, CPPO, CPPB, CPM**  
**State IT Procurement Officer**  
**SC Division of Procurement Services**  
**UPPCC Governing Board**



## RFP Development – Post Solicitation

Norma J. Hall, FNIGP, CPPO, CPPB, CPM  
State IT Procurement Officer – SC Division of Procurement Services  
UPPCC Governing Board

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## Post – Solicitation Activities

- Pre-Proposal Meeting
  - Mandatory
  - Non-Mandatory
- Questions and Answers
  - Length of Time to Respond
  - Second Round of Questions

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## Post – Solicitation Activities

- Amendments
  - What do They Contain
  - Should They be Signed and Returned
- RFP Due Date
  - How Soon After the Last Amendment
  - How are They Received and Recorded
  - What Media do You Request
 

Paper	SharePointe
CD	Send Electronically/Encrypted
USB Flash Drive	FTP Site & Distribute Password

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### Post – Solicitation Activities

- Receipt of Proposals
  - Secured until Closing Date
- Publicly Opened
  - What Information is Disclosed
    - Number of Offerors? Why – or Why Not
    - Names of Offerors? Why – or Why Not
    - Price? Why – or Why Not

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### Post – Solicitation Activities

- **Clarifications and Minor Informalities**
  - How are These Addressed
    - Who Controls Exchanges with Offerors
    - All Offerors Afforded Same Opportunity to Clarify
    - Formally – In Writing
    - **Cannot** Allow Changes to Proposal Submittal
    - When is This Conducted

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### Post – Solicitation Activities

- **Discussions with Offerors**
  - How are These Addressed
    - Approval of the Head of the conducting Procurement Unit
    - Who Controls Exchanges with Offerors
    - All Offerors Afforded Same Opportunity to Enter Into Discussions
    - Formally – In Writing
    - **Can** Allow Changes to Proposal Submittal
    - When is this Conducted

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### Post – Solicitation Activities

- Determining **Responsiveness**
  - Who's Responsibility to Make Determination
  - When is This Done
  - How is it Documented
  - Do You Need to Inform Proposer of Your Determination of Non-Responsiveness
  - Is it Protestable

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### Post – Solicitation Activities

- Determining **Responsibility**
  - Who's Responsibility to Make Determination
  - How is it Documented
  - Do You Need to Inform Proposer of Your Determination of Non-Responsibility
  - Is it Protestable

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### Post – Solicitation Activities

- RFP Panel Charging Meeting
  - **What Documents** do You Pass Out to Panel Members and **When**
    - RFP Panel General Instructions
    - Non-Disclosure Agreement
    - Procurement Integrity Representations/Restrictions (Conflict of Interest)
    - Affidavit for Supervisor/Employee Panel Members
    - Request for Proposal and any Amendments
    - Recommendations for Reference Checks/Sample Questions
    - Score Sheets

Pages 2-13; 20, 25; 26-27

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### Post – Solicitation Activities

- RFP Panel Charging Meeting (continued)
  - Documents to Panel Members (continued)
    - Reference Check Questionnaire
      - Who should check references
      - How will you obtain them – email/phone
      - Should they be evaluated
        - » Must be provided to all evaluators
        - » Evaluators will use this information in determining their initial scores
      - Do you use them for “responsibility”

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### Post – Solicitation Activities

- **Conducting the RFP Panel Briefing Meeting**
  - Call the Meeting to Order – Have Attendees Sign In
  - Announce the Purpose of the Meeting
  - Ask for Motion to go into Executive Session/Second
    - Vote (unanimous)
  - Excuse all Those not a Part of the Evaluation Process
  - Distribute Materials to Panel Members/Signatures
  - Brief Panel on Responsibilities
  - Ask/Answer Questions
  - Motion to Exit Executive Session/Second/Vote

Pages 14-16

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### Post – Solicitation Activities

- **Subject Matter Experts**
  - Are They Voting Members
  - Are They Subject Matter Experts
  - Does Everyone Attend All Meetings
  - Should Everyone Sign Affidavits
  - Submitting Written Reports

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### Post – Solicitation Activities

• **RFP Panel Initial Scoring**

- Done Independently
- Look For Areas That May Need Clarification
  - Notify Procurement Officer Immediately
- Be Aware of Anything That May Make Offerors Non-Responsive
  - Notify Procurement Officer Immediately
- Do Not Pit One Against The Other – Score on Own Merit
  
- Don't Make Notes in RFP Documents if They Are Turned Back in to the Procurement Officer

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### Post – Solicitation Activities

• **RFP Panel Official Scoring Meeting**

- Call the Meeting to Order – Have Everyone Sign In
- Announce the Purpose of the Meeting
- Ask for Motion to go into Executive Session/Second
  - Vote (unanimous)
- Excuse all Those not a Part of the Evaluation Process

Pages 17-19

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### Post – Solicitation Activities

• **RFP Panel Official Scoring Meeting (Continued)**

- General Discussion – One Proposal at a Time
  - Score & Written Justification of Scores
- Prepare Composite Scores
  - Ensure scoring differences are not a result of misunderstandings or inability to locate appropriate material in Technical Proposal – if so correction of scores are made
- Add Cost Evaluation Score

Pages 26-27; 43-45

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### Post – Solicitation Activities

- **RFP Panel Official Scoring Meeting (Continued)**
  - Cost Evaluation – Objective
    - Formula by Procurement Officer
  - Cost Evaluation – Subjective
    - Cost Reasonableness
    - Assigned by Evaluators (Scored)
  - Ending the Meeting
    - With No Demonstrations/Oral Presentations
    - With Demonstrations/Oral Presentations

Page 44

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### Post – Solicitation Activities

- **RFP Panel Official Scoring Meeting (Continued)**
- **Oral Presentations**
  - **Must obtain approval from Head of Procurement Unit**
  - Do You Score Oral Presentations
    - If so when
  - Are all Offered an Opportunity to Present
  - **Must obtain approval from Head of Procurement Unit**
  - Do you Score Demonstrations
    - If so When
  - Are all Offered an Opportunity to Present

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### Post – Solicitation Activities

- **RFP Panel Official Scoring Meeting (Continued)**
  - Add Oral Presentation/Demonstration Scores
  - If no Oral Presentations/Demonstrations are Conducted Scores Will be Completed After All RFPs are Scored by Panel
  - Determine Highest Ranked Offeror
  - Collect Proposals

Pages 43-45

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### Post – Solicitation Activities

• **Pre-Award**

- Negotiation
- Validation of Contract File
- Creation of Contract
- Issue Statement of Intent to Award or Award

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### Post – Solicitation Activities

• **Pre-Award**

- **Negotiation**
  - Determine Who Will be on Negotiation Team
  - Negotiate Exceptions to Terms and Conditions
  - Alterations to Scope of Work (Cannot Change Scope)
  - Price Reductions
  - Unsuccessful Negotiations
    - Negotiate With #2, #3, #4, etcetera
    - Alter Scope of Work and Allow All Offerors Opportunity to Submit Best and Final Offers

Page 46

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### Post – Solicitation Activities

• **Validation of Contract File**

- Ensure all documentation is in file
  - Solicitation/Amendment(s)
  - Justifications
  - Memos to File
  - Proposals Received
  - Clarifications/Discussions Documentation
  - Determinations of Non-Responsiveness
  - Determinations of Non-Responsibility
  - Meeting Notes/Posting of Public Meeting Notices
  - Evaluators Score Sheets/Justifications of Scores/Composite
  - Written Determination of Award/ Statement of Award (Intent)

Pages 47-52

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Post – Solicitation Activities

- **Creation of Contract**
  - Are You Required to Draft Separate Contract Document
  - In SC we Depend on Order of Precedence
- **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE**
  - (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.

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Post – Solicitation Activities

- **You Have Made an Award/Intent to Award**
- **Debriefing – Who, What and How**
  - Must be sent to the Purchasing Agent
  - Only a Critique of Strengths/Weaknesses of Their Proposal Based on Evaluation Criteria
  - Within 7 Calendar Days of the Award Notification or Rejection Notification – To be Conducted in Writing Only

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Post – Solicitation Activities

- **You Have Made an Award/Intent to Award**
- **Oh no, a Protest – Now What?**
  - **Stay of The Award**
  - **Protest Hearing/Resolution**

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## Post – Solicitation Award Activities

- **Post Award Activities**
  - Administration of the Contract
  - Project Progress Reports
  - Milestone Accomplishments/Documentation
  - Contractor Performance Reports
  - Contract Modification/Change Order
  - Termination
    - Default/Cause
    - Convenience
    - Non-Appropriation of Funds
  - Contract Close-Out

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## Post – Solicitation Activities

**Questions?**

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## ITMO SOP Attachment 7

### Instructions to the Evaluation Panel (RFQ)

You have been selected to provide input and guidance in the selection of a vendor to fulfill the needs of the State as set forth in the subject Request for Qualifications (RFQ). Your responsibility is to review, evaluate, and score each RFQ.

**Conflict of Interest** – To the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial and objective review of the offeror's response to the RFQ, or may otherwise result in a biased opinion or an unfair advantage. If a potential conflict of interest arises or if I identify such a conflict, I agree to notify the ITMO Procurement Officer promptly concerning the potential conflict. In determining whether any potential conflict of interest exists, I agree to review whether my or my employer's relationships with other **persons** or entities, including, but not limited to, ownership of stocks, bonds, other outstanding financial interests or commitments, employment arrangements (past, present, or under consideration), and ( ) to the extent known by me, all financial interests and employment arrangements of my spouse, minor children, and other members of my immediate household, may place me in a position of conflict, real or apparent, with the evaluation proceedings.

1. **Reviewing RFQ**: The RFQ requested information on the Offerors qualifications, experience and ability to perform the requirements of this contract. If you do not understand an Offeror's response to a requirement, contact the ITMO Procurement Officer and ask the Procurement Officer to seek clarification from the Offeror. The Procurement Officer will get the clarification for you and share that information with the other members of the evaluation panel. It is imperative that all evaluators have the same information concerning an Offeror's RFQ. **DO NOT** contact the Offeror on your own! This could jeopardize the procurement.
2. **Independent Evaluation** – Your responsibility is to score each and every RFQ submitted. You must arrive at your scores independently, without the pressure of any other evaluator, or consideration of any other factors. It is imperative that all evaluators have the same information concerning the Offeror's response. The Procurement Officer may conduct additional meetings with the evaluation panel, prior to finalizing scores. All scoring panel members must attend all meetings.
3. **Rating Structure** – Offerors shall be ranked from the most qualified to the least qualified.
4. **Score Sheets** -- Score sheets are to be completed and signed in ink by each panel member prior to turning them in to the chairperson. No comments or documentation of scoring should be on the score sheets.
5. **Protest Hearing(s)** -- If there is a protest your Procurement Officer will assist your agency in resolving the protest.
6. **Confidentiality** -- All information presented or reviewed and anything discussed during the entire evaluation process is considered confidential. You will be required to return all copies of the RFQ's to the ITMO Procurement Officer upon completion of the evaluation.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Evaluator Number: \_\_\_\_\_  
(ITMO will assign)

**Sample Score Sheet for a Request for Qualifications**

Rank each Offeror from 1 to 11 with 1 being the most qualified Offeror

Vendor	Evaluator1	Evaluator2	Evaluator3	Evaluator4	Evaluator5	Total	Delta	
Offeror 3	4	5	3	1	1	14		
Offeror 1	1	2	4	3	5	15	1	
Offeror 2	3	4	1	2	6	16	1	Break Point
Offeror 4	2	1	9	8	2	22	6	Break Point
Offeror 5	6	6	2	4	9	27	5	
Offeror 7	8	3	5	9	4	29	2	
Offeror 8	5	8	6	6	8	33	4	
Offeror 9	9	9	8	7	3	36	3	
Offeror 6	7	11	7	5	7	37	1	Break Point
Offeror 10	11	7	10	11	10	49	12	
Offeror 11	10	10	11	10	11	52	3	

**Guidance & Best Practices  
for  
Source Selection Team**

I. Overview

- A. Source Selection Team includes everyone involved in the source selection process. This includes anyone with access to opened proposal or source selection information. Examples include the procurement officer, backup-procurement officers, evaluators, subject matter or technical experts, anyone attending a demonstration or oral presentation, reference-checkers, and negotiators.
- B. Associated Forms
  - 1. Forms
    - (a) Non-Disclosure Agreement – Procurement Information
    - (b) Procurement Integrity Representations and Restrictions
    - (c) Source Selection Team – General Instructions
    - (d) Evaluation Panel - Instructions.
  - 2. Current through laws enacted or promulgated through and including 2012.
  - 3. Modification of Form - The Procurement Officer is solely responsible for any alterations to these forms. Changes should be made only after thorough consideration. Examples: Procurement Officer decides to use a blind evaluation panel, i.e., the evaluators act independently and do not know one another. This approach would require the removal of one of the representations below and the list of evaluators called for in the header. This approach might be appropriate if the evaluation panel includes someone that supervises some of the other evaluators.

II. Instructions for Procurement Officer:

- A. Everyone on the source selection team must sign and return to the procurement officer the following three forms: Non-Disclosure Agreement - Procurement Information, Procurement Integrity Representations and Restrictions, and Evaluation Panel General Instructions.
- B. Before the identity or number of offerors, the proposals, the contents of proposals, or the source selection information can be shared with a person, that person must provide the procurement officer with a signed non-disclosure agreement.
- C. After a person has signed the non-disclosure agreement, but before that person receives either source selection information or copies of the proposals, the person must provide the procurement officer with a clean (no exceptions), signed copy of the form entitled Procurement Integrity Representations and Restrictions. If the person takes exceptions to the Procurement Integrity representations, the procurement officer must determine whether or not the exception will result in the person's exclusion from participation in the procurement. The procurement officer may wish to consult with a supervisor or legal counsel.
- D. Everyone on the Source Selection Team should receive the Source Selection Team – General Instructions. Best to get a signed copy.
- E. Everyone scoring proposals should receive the Evaluation Panel – General Instructions. Best to get a signed copy.

## Evaluation Panel – General Instructions

### I Source Selection Team

- A. Read the two forms you've been provided – really read them.
- B. Do not contact an offeror on your own; all contact with an offeror must be strictly controlled by the procurement officer.
- C. If you have any prior experience with an offeror, you need to advise the procurement officer immediately. For example, if your agency has contracted with this offeror before. Such experience does not automatically exclude you from participating, but the procurement officer does need to know right away.
- D. In performing your duties, you cannot use your prior knowledge of that particular offeror's history of past performance, if any, unless you are selected as a reference check.
- E. Do not discuss the procurement with anyone that is not identified on the following list, as approved by the procurement officer.
  - 1. Procurement Officer
- F. Do not engage in conduct that favors one offeror over another.
  - 1. 19-445.2095(G), Procurement Policy Statement 2008-2; Also, discussions under 19-445.2095(I).
- G. **Special Rules – Negotiators**
  - 1. Negotiators Normally negotiations are lead by the Procurement Officer. However, the Procurement Officer may designate a member of the negotiation team to lead the negotiations. During negotiations, only the Procurement Officer or the lead negotiator should speak with the offeror. Negotiators should never contact the offeror outside the presence of the Procurement Officer. If it becomes necessary to discuss certain aspects of the negotiations with persons outside the negotiation team, those persons must first sign a Procurement Integrity Representations and Restrictions agreement and a non-disclosure agreement.

#### **H. Special Rules – Subject Matter Experts (SME)**

1. Subject Matter Experts may be voting or non-voting members of the evaluation committee. Non-voting subject matter experts are participating in this evaluation to provide evaluators with insight and answer questions on an as-requested basis about their area of expertise. SMEs should not render opinions about which offeror's solution is best or attempt to influence the voting evaluators. SMEs should respond to questions from evaluators in a timely manner and advise the procurement officer of the nature of the discussion as soon as possible if the procurement officer was not present during the discussion. If it becomes necessary to discuss certain aspects of the offerors' proposals with persons outside the negotiation team, those persons must first sign a Procurement Integrity Representations and Restrictions agreement and a non-disclosure agreement

## II Evaluation Panel

- I. **Meetings:** You must attend all meetings scheduled by the procurement officer. Be prepared to discuss each proposal at the next meeting.
- J. **Key Laws:** The Procurement Code provides that:
  1. “Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously. Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the State, considering only the evaluation factors stated in the request for proposals.”
  2. “Award must be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth in the request for proposals, unless the procurement officer determines to utilize one of the options provided in Section 11-35-1530(8). The contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit.” and “The award of the contract must be made on the basis of evaluation factors that must be stated in the RFP.”
- K. **Responsiveness:** Award can only be made on a responsive proposal. A proposal is non-responsive if it fails to conform in any material aspect to the request for proposals. That decision is made by the procurement officer; however, if you believe a proposal may be non-responsive to the solicitation, or if you find an instance where an offeror has failed to comply with a requirement stated in mandatory terms (e.g., shall, must), you should bring that to the attention of the procurement officer.
- L. **Responsibility:** Award can only be made to a responsible offeror. An offeror is non-responsible if it does not have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance which may be substantiated by past performance. The procurement officer is responsible for determining responsibility; however, if you have any reason to believe an offeror may not be responsible, you should bring that concern to the attention of the procurement officer.

- M. Communications with Offerors:** Do not contact an offeror on your own; all contact with an offeror must be strictly controlled by the procurement officer. If an offeror's response is ambiguous regarding its cost or price, technical proposal, or other terms and conditions of the proposal, the Procurement Officer may have an opportunity to seek additional information from the offeror. Language can be ambiguous either because it can be fairly understood in more than one way or because it expresses its purpose in an indefinite manner. If you find some material ambiguity in an offeror's proposal, you should identify the ambiguity to the procurement officer. Given the possibility of such communications, you should take notes regarding those portions of each offer that you believe might warrant some clarification.
- N. Evaluation Criteria & Weightings:** Consistent with our legal mandate, you must score each and every proposal by using only the criteria stated in the RFP, and you must adhere to any weightings assigned to each criteria.
- O. What is Evaluated:** You must evaluate the proposals, as they were submitted, supplemented only by information acquired through:
1. exchanges with an offeror, e.g., discussions or negotiations; or,
  2. demonstrations, oral presentations, interviews; provided that information thus gathered may be used only to facilitate understanding of the proposal submitted, you may not score based on the quality of the delivery; or,
  3. reference checks, provided references are checked for every scored proposal and are part of the evaluation criteria.
- P. Negotiations and/or BAFOs:** If you believe the state should negotiate or should solicit "best and final offers," communicate accordingly with the procurement officer.
1. Given the possibility of negotiations, you should take notes regarding any aspect of an offeror's proposal that you believe might warrant negotiation.
  2. Given the possibility of soliciting best-and-final offers, you should take notes of any aspect of the solicitation that you believe might warrant modification in a request for best-and-final offers.
- Q. Scoring Independently:** Remember, you were chosen to serve as an evaluator because your expertise is valued. To take advantage of your unique expertise, you must arrive at your scores independently.
1. Do not allow others, or prior knowledge of an offeror's past performance, to influence your evaluation.

2. Do not discuss the evaluation process among yourselves outside of this forum. In addition to other problems, such communications could violate FOIA's open meetings rules and threaten the legality of the entire process.
3. You may not consider the scores of any other evaluator. You should neither seek to learn another evaluator's score nor share your scores with any other evaluator.
4. At a subsequent meeting, you may have the opportunity to hear the opinions of other evaluators and to discuss the proposal received. They may have caught something significant that you missed, or vice versa. While you may adjust preliminary scores at any time prior to finalizing them in ink, your score must ultimately be your own.

**R. Documentation of Scoring:** For each proposal you score, you must provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the official file and subject to public review under the Freedom of Information Act. In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning before the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. Evaluators should not include scratch pads, informal notes, preliminary working papers, or extraneous comments with the evaluation information returned to the Procurement Officer.

**S. Evaluator Reports / Score Sheets:**

1. You might want to adjust your scores when the Panel meets for discussion. Accordingly, you may wish to either complete your evaluator reports in pencil or use a working evaluation sheet prior to the selection meeting. In addition, you may wish to use post-it notes or flags to mark location in a proposal. Please do not write in any of the proposals.
2. Prior to submission, final evaluator reports must be fully completed and signed in ink by each evaluator. Do not sign your evaluator reports until told to do so by the procurement officer. No comments or documentation of scoring should appear on the evaluator reports.

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**Printed Name**

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**Signature**

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**Date**

State of South Carolina            )  
   )  
 County of Richland                )            Non-Disclosure Agreement – Procurement Information

Solicitation Description: **Identity Theft Protection Services**

Procurement Officer: **Norma Hall**

- **Introduction:** The proper custody, use, and preservation of official information related to procurements (proposals, proposal contents, evaluation, negotiations, selection proceedings, etc.) cannot be overemphasized. It is essential that all personnel associated with acquisitions strictly comply with the applicable provisions of the law and regulation. For reasons which include the foregoing, it is required that you execute this agreement. The original must be returned to me, the copy should be retained for your records.

**Definitions:** ▪ **Offeror** means any business that has submitted a bid or proposals in response to the solicitation, including any subcontractors identified in an offeror's proposal. ▪ **Procurement** means all aspects of the above referenced acquisition activity, including without limitation, description of requirements, solicitation and evaluation of offers, and any communications with offerors. ▪ **Source Selection Information** means any of the following information that is related to or involved in the evaluation of an offer (i.e., proposal) to enter into a procurement contract, if that information has not been previously made available to the public or disclosed publicly: (1) Proposed costs or prices submitted in response to an agency solicitation, or lists of those proposed costs or prices, (2) source selection plans, (3) technical evaluation plans, (4) technical evaluations of proposals, (5) cost or price evaluations of proposals, (6) information regarding which proposals are determined to be reasonably susceptible of being selected for award, (7) rankings of responses, proposals, or competitors, (8) reports, evaluations of source selection committees or evaluations panels, (9) other information based on a case-by-case determination by the procurement officer that its disclosure would jeopardize the integrity or successful completion of the procurement to which the information relates. Source Selection Information includes any information regarding or acquired during inspections, interviews, oral presentations, demonstrations, negotiations, and any exchanges with any offeror.

**Overview:** According to state law, a procurement officer shall not release a proposal to a person without first obtaining from that person a written agreement regarding restrictions on the use and disclosure of proposals. The law expressly provides that such agreements are binding and enforceable. By signing this agreement, you agree to abide by the following restrictions on the use and disclosure of any proposal or source selection information you receive regarding this procurement. In addition, you acknowledge that your failure to abide by these restrictions could irreparably damage the integrity of this procurement. Regulation 19-445.2010(E)

**Obligations:** ▪ Prior to award, I will not disclose to anyone either the number of offerors or their identities. ▪ I will maintain possession of any proposals and any source selection information that I receive. ▪ I will take reasonable precautions to secure all proposals and source selection information I receive against disclosure. ▪ Upon request by the procurement officer, I will deliver to the procurement officer all copies of proposals and source selection information in my possession. ▪ I will not reproduce a proposal, source selection information, or the contents of either except to the extent necessary to facilitate my official duties related to this procurement. ▪ I will not divulge, publish, or reveal by word, conduct, or any other means any proposal or source selection information, except as necessary to perform my official duties related to this procurement as assigned by the procurement officer. ▪ Except as authorized by the procurement officer, I will not reveal the names of individuals providing reference information about an offeror's past performance. ▪ I will use source selection information, a proposal, or the contents of either

only for my official duties regarding this procurement as assigned by the procurement officer and only in a manner consistent with the rules of conduct stated herein. ▪ I acknowledge that state law may prohibit the public release of some proposal information even after award. ▪ If anyone communicates with me, directly or indirectly, regarding this procurement prior to award, I agree to immediately report the time, place, manner, content, and originator of the communication to the procurement officer. Prior to award, I will forward or refer all requests for information regarding the procurement to the procurement officer. ▪ If any information or allegations concerning improper or illegal conduct regarding a procurement comes to my attention, I will give immediate notice of the relevant facts to the appropriate chief procurement officer.

Continuing Obligation: My obligations under this agreement are of a continuing nature. If I violate any of the above restrictions, I agree to inform the procurement officer immediately and to take no further action concerning the procurement pending receipt of the procurement officer's instructions.

Certification: I certify that I have read and understand the above agreement. I agree to the above terms.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of South Carolina            )  
   )  
 County of Richland                )           Procurement Integrity Representations and Restrictions

Solicitation Description: **Identity Theft Protection Services**

Procurement Officer: **Norma Hall**

List of Offerors: CSID

Definitions: ▪ **Offeror** means any business that has submitted a bid or proposals regarding this procurement, including any subcontractors identified in an offeror’s proposal. Please reference the above list of offerors. ▪ **Procurement** means all aspects of the above referenced acquisition activity, including without limitation, description of requirements, solicitation of offers, evaluation of offers, and any communications with offerors.

Representations: To the best of my knowledge, and except as otherwise noted (see “Exceptions” heading below), I make the following representations by signing this agreement.

Personal Conflicts of Interest / Ethics Act: ▪ I have no conflicts of interest regarding this procurement. In determining whether any conflict of interest exists, I have considered all of the following factors that might place me in a position of conflict, actual or apparent, with my official responsibilities regarding this procurement: (a) my relationship with all offerors, including their named subcontractors, (b) my stocks, bonds, and other financial interests or commitments; (c) my employment and business arrangements (past, present, and under consideration); and (d) to the extent known by me, the financial interests and employment and business arrangements of members of my family. ▪ I, my spouse, and my dependent children do not have any direct or indirect financial interest or any other beneficial interest (e.g., beneficiary of a trust) in any offeror. (Do not consider indirect interests resulting from participation in a defined benefit plan or from ownership of a mutual fund or exchange traded fund.) ▪ I am not related to anyone, by blood or by marriage, who is employed by an offeror on this procurement. ▪ I have not solicited or accepted, directly or indirectly, any promise of future employment or business opportunity from an officer, employee, representative, agent, or consultant of any offeror for the twelve months prior to or during the procurement process. ▪ I have not, directly or indirectly, sought, received, or agreed to receive anything from any officer, employee, representative, agent, or consultant of any offeror. ▪ I am not aware of any circumstances which would (a) impair my exercise of independent judgment or my impartiality with respect to my duties in support of the above cited acquisition, or (b) prevent me from evaluating any proposals submitted solely on their merits and in accordance with the evaluation criteria. ▪ I have not received any guidance or instructions, directly or indirectly, regarding which offeror should be favorably evaluated, and except for those provided by the procurement officer, any instructions regarding how to evaluate the proposals. ▪ I am not aware of anyone under my supervision or in my chain of command having a conflict of interest regarding this procurement.

Organizational Conflict of Interest / Unfair Competitive Advantage: ▪ I am not aware of any offeror having provided or having been provided information, directly or indirectly, that would provide them an unfair competitive advantage. ▪ I am not aware of any offeror that, should it receive the award, would have conflicting roles that might bias its exercise of judgment in performing its contractual obligations. ▪ I have no information that would suggest that an offeror, directly or indirectly, has provided to any other offeror information regarding its pricing, the factors used to calculate its prices, or its intention to submit an offer. ▪ I am not aware of any offeror (including its principals and affiliates) making a donation, directly or indirectly, to the using agency during the eighteen months prior to issuance of the solicitation.

**Integrity Obligations / Rules of Conduct:** ▪ I acknowledge that my participation in this procurement may be subject to intense scrutiny and that my misrepresentation or failure to abide by the applicable rules of conduct could irreparably damage the integrity of this procurement. By signing this agreement, I agree to abide by the following rules of conduct until an award or notification of intent to award has been issued by the procurement officer: ▪ I agree to conduct myself in such a way as not to adversely affect the confidence of the public or competing offerors in this procurement process. ▪ I agree to avoid any action that could result in the appearance that I lack independence or impartiality. ▪ I agree not to engage in any activity, or enter into any financial transaction, that involves or appears to involve the direct or indirect use of "inside information" to further a private gain for myself or others. ▪ I agree to comply with applicable provisions of Title 8, Chapter 13 of the South Carolina Code of Laws, known as the State Ethics Act. If the State Ethics Act requires me to furnish or file a statement or form that has any bearing on this acquisition process, I agree to immediately provide the procurement officer with a copy. [▪ If you are not a public official, public member, or public employee (as defined by the State Ethics Act) and you are participating in this evaluation pursuant to a contract with the State, (a) you affirm that your employer does not have any direct or indirect financial interest or any other beneficial interest in any offeror, and (b) you agree to file a statement as required by Section 8-13-1150 and to simultaneously provide a copy to the procurement officer.]

**Continuing Obligation:** My representations and obligations under this agreement are of a continuing nature. If subsequent events cause any change to the representations made above, create an actual or apparent conflict of interest, or create a violation of any rule of conduct contained in this agreement, I agree to inform the procurement officer promptly and to take no further action concerning the procurement pending receipt of the procurement officer's instructions.

**Exceptions:**  Check this box if you take any exceptions to any of the above representations. Please provide a thorough explanation of any exceptions on a separate sheet of paper, sign each page, and provide them to the procurement officer with this form. In the event that you note any exceptions, the procurement officer will advise you whether you may still participate in this procurement process.

**Certification:** I certify that I have read and understand the above. I further certify that the representations and statements made herein (or attached) are true and correct. I agree to the above terms.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_

Date

**MEETING MINUTES**  
**Evaluation Panel Charging - Meeting #1**

**Evaluation Panel Committee-Meeting**

**Solicitation#: 5400006529**

**Description: Identity Theft Protection Services**

**Date: September 11, 2013**

**Time: 9:00AM**

**Location: MMO Small Conference Room (6<sup>th</sup> Floor, 1201 Main Street, Columbia, SC)**

**This meeting notice has been posted on the Procurement Services web site under "Public Meeting Notices": <http://procurement.sc.gov/PS/general/PS-general-meeting-notices.phtm>**

**Evaluation Team Members in Attendance:**

**Name:**

**Signature:**

1. Mark Nevils

\_\_\_\_\_

2. Randy Carmon

\_\_\_\_\_

3. Corbett Lewis

\_\_\_\_\_

4. Jimmy Early

\_\_\_\_\_

5. Milton Kimpson

\_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

7. \_\_\_\_\_

\_\_\_\_\_

8. \_\_\_\_\_

\_\_\_\_\_

9. \_\_\_\_\_

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10. \_\_\_\_\_

\_\_\_\_\_

11. \_\_\_\_\_

\_\_\_\_\_

12. \_\_\_\_\_

\_\_\_\_\_

13. \_\_\_\_\_

\_\_\_\_\_

14. \_\_\_\_\_

\_\_\_\_\_

**MEETING MINUTES**  
**Evaluation Panel Charging Meeting #1**

**Others in Attendance:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**Contents of Meeting:**

1. The Procurement Officer called the meeting to order and asked if there was anyone present that is not part of the evaluation process, to please sign in.
2. The Procurement Officer announced that the purpose of this meeting is to charge the evaluation panel for **RFP # 5400006529 “Identity Theft Protection Services”** and discussed the evaluation process.
3. The Procurement Officer asked for a motion to go into Executive Session and it was approved by the majority of the evaluators. The Procurement Officer stated to the public in attendance, that the matters to be discussed are incident to a proposed contractual arrangement and that the panel will discuss the proposals received in response to the solicitation and then adjourn to review the proposals individually. The evaluation panel will, at the conclusion of their discussions today, will return to a public session.
4. All others in attendance that were not part of the evaluation process, was excused.
5. The Procurement Officer distributed, discussed and had all evaluators sign the Non-Disclosure Agreement, Procurement Integrity Representations and Restrictions form and Evaluator Instructions form.
6. The Panel was briefed on their responsibilities.
7. Questions were asked and answered.
8. The Procurement Officer asked for a motion to exit the executive session and return to a public session and it was approved by the majority of the evaluators.
9. The Evaluation Panel Members will meet again on September 16, 2013 at 9:00 AM – **MMO Small Conference Room (6<sup>th</sup> Floor, 1201 Main Street, Columbia, SC)** to complete the evaluations.
10. Meeting Adjourned at:

Procurement Officer: \_\_\_\_\_

**MEETING MINUTES**  
**Evaluation Panel Scoring - Meeting #2**

**Evaluation Panel Committee-Meeting**

**Solicitation#: 5400006529**

**Description: Identity Theft Protection Services**

**Date: September 16, 2013**

**Time: 9:00 AM**

**Location: MMO Small Conference Room (6<sup>th</sup> Floor, 1201 Main Street, Columbia, SC)**

**This meeting notice has been posted on the Procurement Services web site under "Public Meeting Notices": <http://procurement.sc.gov/PS/general/PS-general-meeting-notices.phtm>**

**Evaluation Team Members in Attendance:**

**Name:**

**Signature:**

- |                   |       |
|-------------------|-------|
| 1. Mark Nevils    | _____ |
| 2. Randy Carmon   | _____ |
| 3. Corbett Lewis  | _____ |
| 4. Jimmy Early    | _____ |
| 5. Milton Kimpson | _____ |
| 6. _____          | _____ |
| 7. _____          | _____ |
| 8. _____          | _____ |
| 9. _____          | _____ |
| 10. _____         | _____ |
| 11. _____         | _____ |
| 12. _____         | _____ |
| 13. _____         | _____ |
| 14. _____         | _____ |

**MEETING MINUTES**  
**Evaluation Panel Scoring - Meeting #2**

**Others in Attendance:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



## CONFLICT OF INTEREST CERTIFICATION

I have been selected to serve on the evaluation committee for Solicitation Number **xxxxxxxxxx**, **Solicitation Name**. By my signature below, I hereby certify:

- (A) To the best of my knowledge and belief, no conflict of interest exists that:
- (1) diminishes my capacity to impartially and objectively review the proposals submitted;
  - (2) has the potential to result in a biased opinion or unfair advantage; or
  - (3) prevents me from evaluating any proposal submitted solely on its merits and in accordance with the evaluation criteria.
- (B) In determining whether any conflict of interest exists, I have considered all of the following factors that might place me in a position of conflict, actual or apparent, with the evaluation proceedings:
- (1) my relationship with any potential contractor, subcontractor or direct competitor of any potential contractor under consideration by the evaluation committee;
  - (2) my stocks, bonds, and other financial interests or commitments;
  - (3) my employment and business arrangements (past, present, and under consideration); and
  - (4) to the extent known by me, the financial interests and employment and business arrangements of members of my immediate family.
- (C) I have a continuing obligation to disclose any circumstance that may create an actual or apparent conflict of interest. If I learn of any such conflict, I will report it immediately to the Procurement Officer. I will perform no more duties related to the evaluation of proposals until I receive instructions on the matter.
- (D) I have read and understand the requirements of the Ethics, Governmental Accountability, and Campaign Reform Act (State Ethics Act).
- (E) I understand that any actual or apparent conflict of interest, however innocent, may result in my removal from the evaluation committee.

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(Signature)

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(Name)

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(Date)

State of South Carolina            )  
   )  
 County of Richland                )           Non-Disclosure Agreement – Procurement Information

Solicitation Description: *[same title as used on solicitation form]*

Procurement Officer: *[name of procurement officer responsible for procurement]*

**Introduction:** The proper custody, use, and preservation of official information related to procurements (proposals, proposal contents, evaluation, negotiations, selection proceedings, etc.) cannot be overemphasized. It is essential that all personnel associated with acquisitions strictly comply with the applicable provisions of the law and regulation. For reasons which include the foregoing, it is required that you execute this agreement. The original must be returned to me, the copy should be retained for your records.

**Definitions:** ▪ **Offeror** means any business that has submitted a bid or proposals in response to the solicitation, including any subcontractors identified in an offeror's proposal. ▪ **Procurement** means all aspects of the above referenced acquisition activity, including without limitation, description of requirements, solicitation and evaluation of offers, and any communications with offerors. ▪ **Source Selection Information** means any of the following information that is related to or involved in the evaluation of an offer (i.e., proposal) to enter into a procurement contract, if that information has not been previously made available to the public or disclosed publicly: (1) Proposed costs or prices submitted in response to an agency solicitation, or lists of those proposed costs or prices, (2) source selection plans, (3) technical evaluation plans, (4) technical evaluations of proposals, (5) cost or price evaluations of proposals, (6) information regarding which proposals are determined to be reasonably susceptible of being selected for award, (7) rankings of responses, proposals, or competitors, (8) reports, evaluations of source selection committees or evaluations panels, (9) other information based on a case-by-case determination by the procurement officer that its disclosure would jeopardize the integrity or successful completion of the procurement to which the information relates. Source Selection Information includes any information regarding or acquired during inspections, interviews, oral presentations, demonstrations, negotiations, and any exchanges with any offeror.

**Overview:** According to state law, a procurement officer shall not release a proposal to a person without first obtaining from that person a written agreement regarding restrictions on the use and disclosure of proposals. The law expressly provides that such agreements are binding and enforceable. By signing this agreement, you agree to abide by the following restrictions on the use and disclosure of any proposal or source selection information you receive regarding this procurement. In addition, you acknowledge that your failure to abide by these restrictions could irreparably damage the integrity of this procurement. Regulation 19-445.2010(E)

**Obligations:** ▪ Prior to award, I will not disclose to anyone either the number of offerors or their identities. ▪ I will maintain possession of any proposals and any source selection information that I receive. ▪ I will take reasonable precautions to secure all proposals and source selection information I receive against disclosure. ▪ Upon request by the procurement officer, I will deliver to the procurement officer all copies of proposals and source selection information in my possession. ▪ I will not reproduce a proposal, source selection information, or the contents of either except to the extent necessary to facilitate my official duties related to this procurement. ▪ I will not divulge, publish, or reveal by word, conduct, or any other means any proposal or source selection information, except as necessary to perform my official duties related to this procurement as assigned by the procurement officer. ▪ Except as authorized by the procurement officer, I will not reveal the names of individuals providing reference information about an offeror's past performance. ▪ I will use source selection information, a proposal, or the contents of either

only for my official duties regarding this procurement as assigned by the procurement officer and only in a manner consistent with the rules of conduct stated herein. ▪ I acknowledge that state law may prohibit the public release of some proposal information even after award. ▪ If anyone communicates with me, directly or indirectly, regarding this procurement prior to award, I agree to immediately report the time, place, manner, content, and originator of the communication to the procurement officer. Prior to award, I will forward or refer all requests for information regarding the procurement to the procurement officer. ▪ If any information or allegations concerning improper or illegal conduct regarding a procurement comes to my attention, I will give immediate notice of the relevant facts to the appropriate chief procurement officer.

Continuing Obligation: My obligations under this agreement are of a continuing nature. If I violate any of the above restrictions, I agree to inform the procurement officer immediately and to take no further action concerning the procurement pending receipt of the procurement officer's instructions.

Certification: I certify that I have read and understand the above agreement. I agree to the above terms.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Integrity Obligations / Rules of Conduct: ▪ I acknowledge that my participation in this procurement may be subject to intense scrutiny and that my misrepresentation or failure to abide by the applicable rules of conduct could irreparably damage the integrity of this procurement. By signing this agreement, I agree to abide by the following rules of conduct until an award or notification of intent to award has been issued by the procurement officer: ▪ I agree to conduct myself in such a way as not to adversely affect the confidence of the public or competing offerors in this procurement process. ▪ I agree to avoid any action that could result in the appearance that I lack independence or impartiality. ▪ I agree not to engage in any activity, or enter into any financial transaction, that involves or appears to involve the direct or indirect use of "inside information" to further a private gain for myself or others. ▪ I agree to comply with applicable provisions of Title 8, Chapter 13 of the South Carolina Code of Laws, known as the State Ethics Act. If the State Ethics Act requires me to furnish or file a statement or form that has any bearing on this acquisition process, I agree to immediately provide the procurement officer with a copy. [▪ If you are not a public official, public member, or public employee (as defined by the State Ethics Act) and you are participating in this evaluation pursuant to a contract with the State, (a) you affirm that your employer does not have any direct or indirect financial interest or any other beneficial interest in any offeror, and (b) you agree to file a statement as required by Section 8-13-1150 and to simultaneously provide a copy to the procurement officer.]

Continuing Obligation: My representations and obligations under this agreement are of a continuing nature. If subsequent events cause any change to the representations made above, create an actual or apparent conflict of interest, or create a violation of any rule of conduct contained in this agreement, I agree to inform the procurement officer promptly and to take no further action concerning the procurement pending receipt of the procurement officer's instructions.

Exceptions:  Check this box if you take any exceptions to any of the above representations. Please provide a thorough explanation of any exceptions on a separate sheet of paper, sign each page, and provide them to the procurement officer with this form. In the event that you note any exceptions, the procurement officer will advise you whether you may still participate in this procurement process.

Certification: I certify that I have read and understand the above. I further certify that the representations and statements made herein (or attached) are true and correct. I agree to the above terms.

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Printed Name

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Signature

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Date

**EVALUATION PANEL AFFIDAVIT**

**THE INFORMATION TECHNOLOGY MANAGEMENT OFFICE DISCOURAGES STATE AGENCIES FROM SELECTING PANEL MEMBERS COMPOSED OF SUPERVISORS AND THOSE THEY SUPERVISE. THE (insert the Agency name) HAS CHOSEN TO TAKE EXCEPTION TO THIS RULE AND HAS SELECTED A PANEL OF BOTH SUPERVISORS AND THOSE THEY EMPLOY, AS A RESULT, THE DESIGNATED SUPERVISOR IS PROVIDING THE AFFIVAVIT HEREIN:**

**AFFIDAVIT**

**I, (insert supervisors name here) DO DECLARE THAT I WILL NOT IN ANY WAY INFLUENCE THE INDIVIDUAL SCORING OF ANY OF MY EMPLOYEES SCORES AS REFLECTED IN THEIR EVALUATION SCORES FOR SOLICITATION #:**

**(540000XXX), ENTITLED: (Insert Solicitation Name),**

**AS LISTED BELOW:**

**(List the name of the employee)**\_\_\_\_\_

**(List the name of the employee)**\_\_\_\_\_

**(List the name of the employee)**\_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

540000XXXX

**SOLICITATION DESCRIPTION****Evaluator's Score Sheet**

Date: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_ Evaluator's Number: \_\_\_\_\_  
 (Please print) (ITMO will assign)

Proposer's Name: \_\_\_\_\_  
 (Please print)

**EVALUATION CRITERIA**

	<b><u>Maximum Points</u></b>	<b><u>Proposer's Score</u></b>
<b>1. Technical Proposal</b> The degree, completeness, and suitability of the Offeror's proposed technical solution to meet or exceed the solicitation requirements.	<b>45</b>	_____ (Range 1-45)
<b>2. Business Price/Cost Proposal</b> The total of all costs of ownership to the State including annual maintenance and license fees for the potential five (5) year contract period.	<b>35</b>	_____ (ITMO will assign)
<b>3. Qualifications</b> References, experience, financial statements, and evidence of ability to conduct business in the State.	<b>20</b>	_____ (Range 1-20)
<b>TOTAL POINTS</b>	<b>100</b>	_____

Evaluator's Signature: \_\_\_\_\_

NOTE: **Yellow areas are examples, change as needed**

### EVALUATOR EXPLANATION SUMMARY

Proposer's Name: \_\_\_\_\_

**In an effort to support my evaluation of this RFP, I hereby provide a brief explanation of each score given to each evaluation criteria.**

\_\_\_\_\_  
(Evaluator's signature)

- 1. **Technical Proposal:** The degree, completeness, and suitability of the Offeror's proposed technical solutions to meet or exceed the solicitation requirements.

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- 2. **Business Proposal:** The impact of the proposed solution on the business and financial operations of the State. Business proposal should describe in detail all benefits to the State and the value of the proposed solution to meet or exceed the needs of this RFP with specific respect to Risk Analysis, Risk Mitigation, Risk Sharing.

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- 3. **Qualifications:** The Offeror's financial responsibility and financial strength must reflect sound financial stability; the Offeror's experience and references should provide evidence of its depth and breadth of experience as well as evidence of successful past project

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**NOTE:**  
**If needed, please insert additional space above or provide additional pages to support your explanation.**

**ITMO SOP**  
**Attachment 11**  
**ITMO's Sample Reference Check Questions**  
**and**  
**ITMO's Recommendations for Reference Checking**

Regardless of whether References are an Evaluation Criteria or not, **References should be checked before the Award of every contract.** You may check References via Telephonic Interviews or through the use of Email. The evaluation committee can choose the method it prefers, **but the questions and process must be approved by the Procurement Officer.** Regardless of the Reference check method the following guidance is offered for conducting Reference checks that will minimize the probability of a successful challenge to the process of checking References.

1. Compile a written list of question that will provide relevant information upon which the evaluation committee can base an informed evaluation of the Offeror's capabilities and past performance. Compile the questions into a call sheet for telephonic interviews or compile the questions in to Word Document for email interview distribution and have the **Procurement Officer approve the questions.**
  - **Telephonic interviews:** The evaluation committee, a sub committee of evaluators, or a committee designated by the evaluation committee, should make a conference-call to each Reference.
    - Each Reference should be asked each question on the call sheet.
    - Each participant in the conference-call should record the Reference's response to each question. This will minimize the chances of misinterpretation or allegations of misinterpretation.
    - Each evaluator must receive a copy of every recorded response to each Reference check.
    - The Procurement Officer must receive a copy of these telephonic interviews (questions and answers) and place in the procurement file.
  - **Email interview distribution:** The evaluation committee, a sub committee of evaluator(s), or a committee designated by the evaluation committee, will send the evaluation committee's Reference Check questions to each email address provided by the Offeror as its References.
    - Each evaluator must receive a copy of every electronic response to each Reference check.
    - The Procurement Officer must receive a copy of these electronic interviews (questions and answers) and place in the procurement file.
2. For contract file documentation, it may be helpful to create a file for each Offeror's Reference Check questions and responses.  
Example: Offeror A -Ref Check Questions, Offeror B- Ref Check Responses
3. The attached sample questions are provided for guidance. The most important thing to remember is that the header information must remain as stated, **do not change the header.** This is very important information that must be completed to support the reference check process. Normally, you would only select between 5 and 10 questions to be asked of each reference.

### REFERENCE CHECK QUESTIONS

**OFFEROR:** \_\_\_\_\_

**Organization Contacted:** \_\_\_\_\_

**Name of Person Contacted:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature of Interviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Interview Questions**

1. What type of work has the Offeror performed for you?  
\_\_\_\_\_
2. Did they meet the time frame of the project? Yes\_\_\_ No\_\_\_  
\_\_\_\_\_
3. Are they capable of responding to upgrades to your system? Yes\_\_\_ No\_\_\_  
\_\_\_\_\_
4. Did they periodically report the progress of their work? Yes\_\_\_ No\_\_\_  
\_\_\_\_\_
5. Did they have to replace staff originally assigned to project? Yes\_\_\_ No\_\_\_  
\_\_\_\_\_
6. How responsive has contractor been to ongoing maintenance requirements?  
\_\_\_\_\_
7. Would you hire them again? Yes\_\_\_ No\_\_\_  
\_\_\_\_\_

**RECORD OF CONTACTS MADE WITH REFERENCES**

**OFFEROR:** \_\_\_\_\_

**Date of Contact:** \_\_\_\_\_ **Time of Contact:** \_\_\_\_\_

**Organization Contacted:** \_\_\_\_\_

**Name of Person Contacted:** \_\_\_\_\_

**Title of Person Contacted:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature of Interviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INTERVIEW QUESTIONS**

1. **What type of work has the OFFEROR performed for you?**

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

2. **How satisfied were you with the overall performance of the contractor?**

<b>Unsatisfactory</b>					<b>Very Satisfied</b>				
1	2	3	4	5	6	7	8	9	10

3. **Do you have any comments relative to the overall performance of the contractor?**

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

4. **Would you consider hiring the contractor again?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

5. **Were the contractor personnel qualified?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

6. **How well did the contractor personnel perform?**

<b>Unsatisfactory</b>					<b>Very Satisfied</b>				
1	2	3	4	5	6	7	8	9	10

**Comments:** \_\_\_\_\_  
\_\_\_\_\_

7. Were assigned tasks completed within the established time schedules? YES \_\_\_\_ NO \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

8. Were status reports submitted on time? YES \_\_\_\_ NO \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

9. Was the work completed within budget? YES \_\_\_\_ NO \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

10. Did the contractor adhere to the work plan? YES \_\_\_\_ NO \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

11. Did the contractor adhere to contract requirements? YES \_\_\_\_ NO \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

12. Were problems encountered with the contractor YES \_\_\_\_ NO \_\_\_\_

Comments: (Explain) \_\_\_\_\_  
\_\_\_\_\_

13. Overall Comments:  
.....  
\_\_\_\_\_

SERVICE CONTRACTS

RECORD OF CONTACTS MADE WITH REFERENCES

OFFEROR: \_\_\_\_\_

Date of Contact: \_\_\_\_\_ Time of Contact: \_\_\_\_\_

Organization Contacted: \_\_\_\_\_

Name of Person Contacted: \_\_\_\_\_

Title of Person Contacted: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature of Interviewer: \_\_\_\_\_ Date: \_\_\_\_\_

INTERVIEW QUESTIONS

1. What type of service was provided by the vendor?  
\_\_\_\_\_

2. When was the service provided? Date: \_\_\_\_\_

3. Were you satisfied with their Service? YES \_\_\_\_\_ NO \_\_\_\_\_

4. How would you rate their Service? (Circle one) Poor Fair Good Excellent

5. Were you satisfied with their performance?

6. How would you rate their performance? (Circle one) Poor Fair Good Excellent

7. Would you hire them again for this service? YES \_\_\_\_\_ NO \_\_\_\_\_

Additional comments concerning this vendor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECORD OF CONTACTS MADE WITH REFERENCES**

**OFFEROR:** \_\_\_\_\_

**Date of Contact:** \_\_\_\_\_ **Time of Contact:** \_\_\_\_\_

**Organization Contacted:** \_\_\_\_\_

**Name of Person Contacted:** \_\_\_\_\_

**Title of Person Contacted:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature of Interviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INTERVIEW QUESTIONS**

**1. Where there any problems in contract performance? If so, how did the project management staff handle them?**

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

**2. Did the contractor perform to the degree that was promised or stated in the contract?**

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

**3. Would you recommend this contractor for future projects?**

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

**4. Do you have any general comments concerning the performance of the contractor and his personnel?**

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

EQUIPMENT CONTRACT

RECORD OF CONTACTS MADE WITH REFERENCES

OFFEROR: \_\_\_\_\_

Date of Contact: \_\_\_\_\_ Time of Contact: \_\_\_\_\_

Organization Contacted: \_\_\_\_\_

Name of Person Contacted: \_\_\_\_\_

Title of Person Contacted: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature of Interviewer: \_\_\_\_\_ Date: \_\_\_\_\_

INTERVIEW QUESTIONS

1. How long have you been doing business with this contractor?

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

2. What type of equipment did the contractor provide during the term of the contract?

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

3. Did the contractor deliver the equipment within the required contractual timeframe?

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

4. Did the contractor respond to service calls in a timely fashion?

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

5. Would you recommend this contractor for future projects?

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

6. Do you have any general comments concerning the performance of the contractor?

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

## Professional Reference Questionnaire

The company identified in this form has provided your name as a possible professional reference in support of its qualifying response to provide services as a vendor for the State of South Carolina. Your response will be used solely by this agency to evaluate the professional qualifications of the company based upon your association and observations of the company in a professional setting.

If you are willing to serve as a reference for this company, please respond to the questions below and email this form to \_\_\_\_\_ later than \_\_\_\_\_ PM, EST on \_\_\_\_\_. If you are not willing to serve as a reference, either because you do not believe yourself qualified to provide an evaluation of the company's qualifications, or because you do not wish to do so, please so indicate in an email response.

Thank you very much for your help. Please contact Shirley Coyner at 803-896-0437 if you have any questions about completing this reference form.

Reference Submitted For:		
Project Name:		
Name of your Organization and Contact:		
Date:		
	<b>Context</b>	<b>Comments</b>
1.	What's your company's relationship with this vendor?	
	<b>Project</b>	<b>Comment</b>
2.	How long did your project take?	
3.	What went well during this project as it relates to this vendor?	
4.	What went poorly during your project as it relates to this vendor?	
5.	What did you learn during your project about this vendor that you would have liked to know before you started?	
6.	How was the company involved in the implementation of the project?	
7.	How was the company involved in Project Management?	
	<b>Support</b>	<b>Comment</b>
8.	When you have a question or issue for support, how long does it generally take this vendor to respond?	
9.	How did the company handle any problems that arose?	
	<b>Professional Services</b>	<b>Comment</b>
10.	Were your expectations met by this vendor?	
11.	Was your project finished on time and on budget? If not, why not? Was it the vendor's fault?	
12.	What type of other work has the vendor performed for you?	

	Personnel	Comments
13.	Were the vendor's personnel qualified for the roles that they performed on the project?	
14.	Were there problems with personnel turnover?	
	Conclusion	Comment
15.	What should we know about this vendor before we make a decision?	
16.	Would you choose this vendor again? If not, why not?	
17.	Do you have any comments relative to overall performance for the company?	
18.	What could the company have done better?	

General Observations:

Comments:

**MEETING MINUTES**  
**Evaluation Panel Charging Meeting #1**

**Evaluation Panel Committee-Meeting**

**Solicitation#:**

**Description:**

**Date:**

**Time:**

**Location:**

**This meeting notice has been posted on the Procurement Services web site under “Public Meeting Notices”: <http://procurement.sc.gov/PS/general/PS-general-meeting-notices.phtm>**

**Evaluation Team Members in Attendance:**

**Name: (type in names before meeting)**

**Signature:**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____

**MEETING MINUTES**  
**Evaluation Panel Charging Meeting #1**

**Others in Attendance:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**Contents of Meeting:**

1. The Procurement Officer called the meeting to order and asked if there was anyone present that is not part of the evaluation process, to please sign in.
2. The Procurement Officer announced that the purpose of this meeting is to charge the evaluation panel for RFP # 540000XXXX, “please insert the title of the solicitation” and discussed the evaluation process.
3. The Procurement Officer asked for a motion to go into Executive Session and it was approved by the majority of the evaluators. The Procurement Officer stated to the public in attendance, that the matters to be discussed are incident to a proposed contractual arrangement and that the panel will discuss the proposals received in response to the solicitation and then adjourn to review the proposals individually. The evaluation panel will, at the conclusion of their discussions today, will return to a public session.
4. All others in attendance that were not part of the evaluation process, was excused.
5. The Procurement Officer distributed, discussed and had all evaluators sign the Non-Disclosure Agreement, Procurement Integrity Representations and Restrictions form and Evaluator Instructions form.
6. The Panel was briefed on their responsibilities.
7. Questions were asked and answered.
8. The Procurement Officer asked for a motion to exit the executive session and return to a public session and it was approved by the majority of the evaluators.
9. The Evaluation Panel Members will meet again on (Date, Time and Location):  
\_\_\_\_\_ to complete the evaluations.
10. Meeting Adjourned at: \_\_\_\_\_

**MEETING MINUTES**  
**Evaluation Panel Scoring Meeting #2**

**Evaluation Panel Committee-Meeting**

**Solicitation#:**

**Date:**

**Time:**

**Location:**

**This meeting notice has been posted on the Procurement Services web site under “Public Meeting Notices”: <http://procurement.sc.gov/PS/general/PS-general-meeting-notices.phtm>**

**Evaluation Team Members in Attendance:**

**Name: (type in names before meeting)**

**Signature:**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____

**MEETING MINUTES**  
**Evaluation Panel Scoring Meeting #2**

**Others in Attendance:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**Contents of Meeting:**

1. The Procurement Officer called the meeting to order and asked if there was anyone present that is not part of the evaluation process, to please sign in.
2. The Procurement Officer announced that the purpose of this meeting is to discuss and score the proposals for RFP # 540000XXXX, “please insert the title of the solicitation”.
3. The Procurement Officer asked for a motion to go into Executive Session and it was approved by the majority of the evaluators. The Procurement Officer stated to the public in attendance, that the matters to be discussed are incident to a proposed contractual arrangement and that the panel will discuss the proposals received in response to the solicitation and then adjourn to review the proposals individually. The evaluation panel will, at the conclusion of their discussions today, will return to a public session.
5. The Procurement Officer began discussions concerning the proposals received.
6. Questions were asked and answered and the Procurement Officer instructed the evaluators to complete their score sheets, but not sign them.
7. The Procurement Officer asked for a motion to exit the executive session and return to a public session and it was approved by the majority of the evaluators.
8. The Procurement Officer asked all evaluators to sign and turn in their score sheets.
9. The Procurement Officer discussed the next step – Negotiations with the highest scoring Offeror.
10. Meeting Adjourned at: \_\_\_\_\_

Procurement Officer: \_\_\_\_\_

<b>540000XXX</b>							
<b>SOLICITATION DESCRIPTION</b>							
<b>COMPANY A</b>							
<b>Evaluation Criteria</b>	<b>Max Points</b>	<b>Eval. 1</b>	<b>Eval. 2</b>	<b>Eval. 3</b>	<b>Eval. 4</b>	<b>Eval. 5</b>	<b>Average</b>
<b>Technical Approach:</b> Offeror's detailed explanation regarding how the scope of work will be performed and specifications will be met, including staffing	40		32	36	35	37	32.80
<b>Business Price Proposal:</b> The total of all costs of ownership to the State including annual maintenance and license fees for the potential five (5) year contract period	25	17.26	17.26	17.26	17.26	17.26	17.26
<b>Qualifications:</b> References (corporate and/or personal), experience, financial statements, and evidence of ability to conduct business in the State	20	12	17	18	18	18	16.60
<b>Demonstrations:</b> Demonstration of the completeness, robustness and ease of the proposed solution. The technical capabilities of the proposed solution to meet the needs of the State as defined in this RFP.	15	11	8	14	14	13	12.00
<b>TOTAL</b>	<b>100</b>	<b>64.26</b>	<b>74.26</b>	<b>85.26</b>	<b>84.26</b>	<b>85.26</b>	<b>78.66</b>
<b>Proposer's Score</b>	<b>78.66</b>						
<b>COMPANY B</b>							
<b>Evaluation Criteria</b>	<b>Max Points</b>	<b>Eval. 1</b>	<b>Eval. 2</b>	<b>Eval. 3</b>	<b>Eval. 4</b>	<b>Eval. 5</b>	<b>Average</b>
<b>Technical Approach:</b> Offeror's detailed explanation regarding how the scope of work will be performed and specifications will be met, including staffing	40	22	30	35	35	33	31.00
<b>Business Price Proposal:</b> The total of all costs of ownership to the State including annual maintenance and license fees for the potential five (5) year contract period	25	25	25	25	25	25	25.00
<b>Qualifications:</b> References (corporate and/or personal), experience, financial statements, and evidence of ability to conduct business in the State	20	10	15	20	18	16	15.80
<b>Demonstrations:</b> Demonstration of the completeness, robustness and ease of the proposed solution. The technical capabilities of the proposed solution to meet the needs of the State as defined in this RFP.	15	11	8	12	10	14	11.00
<b>TOTAL</b>	<b>100</b>	<b>68</b>	<b>78</b>	<b>92</b>	<b>88</b>	<b>88</b>	<b>82.80</b>
<b>Proposer's Score</b>	<b>82.80</b>						

<b>540000XXX - COST EVALUATION</b>				
<b>Vendor</b>	<b>5 Year Cost</b>	<b>Max Points</b>	<b>Ratio</b>	<b>Score</b>
<b>COMPANY A</b>	<b>\$35,658,736.00</b>	<b>25</b>	<b>0.69</b>	<b>17.26</b>
<b>COMPANY B</b>	<b>\$24,616,163.00</b>	<b>25</b>	<b>1.00</b>	<b>25.00</b>
<b>DIFFERENCE IN COST</b>	<b>\$11,042,573.00</b>			

<b>Evaluators</b>	<b>Number</b>
Sam Harvey	1
Ron Conner	2
Debbie Lemmon	3
Matt Warren	4
Mike Thomas	5

	<p><b>State of South Carolina</b></p> <p><b>RECORD OF NEGOTIATIONS</b></p>	<p><b>Solicitation Number</b> :</p> <p>Procurement Officer :</p> <p>Phone :</p> <p>E-Mail Address :</p> <p>Address :</p>	
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CONTRACT DESCRIPTION:

USING GOVERNMENTAL UNIT:

OFFEROR'S NAME AND ADDRESS:

**IMPORTANT NOTICE:**

Offeror is required to sign this document and return \_\_\_\_\_ copies to the procurement officer named above by the following date: \_\_\_\_\_.

<p>DESCRIPTION OF NEGOTIATED CHANGES:</p>	<p>(attach additional pages if necessary)</p>
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Except as provided herein, all terms and conditions of the Offer and the Solicitation remain unchanged and remain in full force and effect.

OFFEROR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Offeror certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Offeror to the Procurement Officer in support of the proposed contract are accurate, complete, and current as of the date this record of negotiations is signed. [*Procurement Officer must initial here \_\_\_\_\_ if Certificate inapplicable to this Record of Negotiations*]  
 (See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

<p>SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BINDING OFFER TO ENTER A CONTRACT ON BEHALF OF OFFEROR:</p> <p>By: _____                  (authorized signature)</p> <p>_____</p> <p>(printed name of person signing above)</p> <p>Its: _____                  (title of person signing above)</p> <p>Date: _____</p>	<p>SIGNATURE OF PERSON AUTHORIZED TO APPROVE NEGOTIATED MODIFICATIONS ON BEHALF OF USING GOVERNMENTAL ENTITY:</p> <p>By: _____                  (authorized signature)</p> <p>_____</p> <p>(printed name of person signing above)</p> <p>Its: _____                  (title of person signing above)</p> <p>Date: _____</p>
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**SOLICITATION NUMBER 540000XXX  
TITLE**

WRITTEN DETERMINATION  
REGARDING WHICH SOLICITATION BY A RESPONSIBLE OFFEROR  
IS MOST ADVANTAGEOUS TO THE STATE  
AND RECORD OF BASIS FOR AWARD

**Purpose**

The State of South Carolina, Information Technology Management Office (ITMO) issued a Request for Proposal (RFP), 540000XXX, on behalf of XXX to solicit proposals for the purchase of .....

**Overview**

**Evaluation and Approach**

**Phases (If needed) with Determinations**

**Scoring and Weights**

**Presentation**

**Panel Charging and Evaluation**

**Negotiations**

**Conclusion**

**Recommendations**

\_\_\_\_\_  
Date

INFORMATION TECHNOLOGY  
MANAGEMENT OFFICE

\_\_\_\_\_  
NAME  
Procurement Officer

**SOLICITATION NUMBER 07-S7279**

## WRITTEN DETERMINATION

REGARDING WHICH PROPOSAL BY A RESPONSIBLE OFFEROR

IS MOST ADVANTAGEOUS TO THE STATE

AND RECORD OF BASIS FOR AWARD

Procurement 07-S7279 seeks offers to design, program, build, test and implement a child support enforcement information technology system mandated by the United States Congress as well as a Family Court case management system. The State seeks the most effective and cost efficient system, keeping in mind that speed of implementation is important both from a federal funding perspective and state business perspective. In addition, the United States Department of Health and Human Services is collecting and will collect millions of dollars in penalties from the State each year until the system achieves federal certification. These penalties compel the State to maximize opportunities for savings in time and cost. Using Governmental Units include the Department of Social Services, the Judicial Department, and each county Clerk of Court.

Upon evaluation and final scoring of the proposals, the Procurement Officer determined the proposal submitted by ACS scored the highest pursuant to the criteria established in the Request for Proposals and pursuant to S.C. Code Ann. § 11-35-1530(7). As a result, the Using Governmental Units and the Procurement Officer opened negotiations with the highest scoring offeror pursuant to S.C. Code Ann. § 11-35-1530(8). The purpose of the negotiations

was to negotiate the best possible price for the State, to consider any changes to terms and conditions suggested by the offeror which could reduce the price to the State, and to consider certain other technical items in the proposal, within the general scope of the Request for Proposals. ACS received an electronic mail in advance of negotiations informing ACS that the State wished to negotiate price reductions.

The Procurement Officer and a negotiating team opened the negotiations with the highest scoring offeror, ACS, and continued negotiations for two days. ACS requested changes in a number of terms and conditions in the Solicitation. When the State asked for price concessions that ACS might offer for certain major changes, ACS was unwilling to make any adjustments in price. As a result, the State refused to make those changes. The negotiating team made clear to ACS that the State was looking for a reduction in price as part of the negotiations. ACS stated it was unable to reduce its price. Negotiations were concluded on December 13, 2006. The negotiation team reported that it felt ACS showed little flexibility on issues raised by the State.

In determining whether to make an award or proceed to negotiation with the next highest scoring vendor the Procurement Officer reviewed and shared with the Using Governmental Units the scoring of the evaluators and evaluator comments as well as a financial responsibility analysis prepared by a certified public accountant working for the Using Governmental Units' attorney. In general the seven evaluators scored the two technical proposals very close with five finding the highest scoring offeror (ACS) had the better technical proposal

and two finding the second highest scoring offeror (Saber, LLC) had the better technical proposal and all comments generally finding both technical proposals acceptable. The technical scores out of a possible 50 points were:

Evaluator No.	ACS	Saber
One	43	42
Two	45	38
Three	45	40
Four	30	35
Five	45	40
Six	46	44
Seven	44	48
AVERAGE	42.6	41

An analysis of the scoring and comments on the business proposal and qualifications of the two offers showed that the evaluators had concerns regarding Saber's relatively small annual revenues and recent formation. While Saber acquired the government services division of Covansys (an experienced government contractor for child support and related systems), evaluators commented they were not sure Saber had the management resources from earlier projects. Similarly, the financial responsibility analysis high-lighted the smaller annual revenues of Saber compared to the total value of the contract. The Procurement Officer understood these concerns and believed they might be addressed through negotiations.

The Procurement Officer reviewed the results of the ACS negotiations and briefed the Using Governmental Units. The Procurement Officer determined pursuant to S.C. Code Ann. § 11-35-1530(8) that the State should negotiate with the second highest scoring offeror based upon: (1) ACS' refusal to reduce

its price; (2) the small gross difference in scores between the highest and second highest scoring proposals when viewed against the total number of points involved in the evaluation; (3) the very close average technical scores which showed that either technical solution should meet the State's needs; and (4) the significantly lower price of the second highest scoring proposal. The Using Governmental Units, through the Project Executive Committee, concurred with the Procurement Officer's determination.

The Procurement Officer determined that the goal of these negotiations should be to ensure that the second highest scoring offeror (Saber, LLC, a relatively new entity) had financial backing for this project from its much larger principal investor, ACCEL-KKR, that Saber, LLC had retained the human resources as well as the assets it acquired from Covansys Corporation's government contract sector, an entity that had been involved in the implementation of similar systems in other states, and to see if any adjustment to terms and conditions could be suggested by the offeror in order to reduce the price of the contract further. The Using Governmental Units, through the Project Executive Committee, agreed with these goals.

The Procurement Officer and negotiation team conducted negotiations with Saber, LLC on January 8 and 9, 2007. ACCEL-KKR stated its full support for Saber in this project and agreed to give a guaranty of performance and payment up to \$15,000,000. Saber's answers to written questions and oral information in negotiation showed that many of the Covansys personnel with child support experience remained with Saber and many of those would be

dedicated to this contract if Saber was selected. Saber also agreed to provide two interfaces for data required by recent federal changes for no cost. The negotiation team reported that Saber came into the negotiations with a very cooperative and flexible attitude seeking to meet the State's needs.

The full results of those negotiations are represented by the Record of Negotiations in this procurement file, adopted by reference as part of this written determination. All changes to the contract are within the general scope of the Request for Proposals. The difference in price between the highest scoring proposal and the second highest scoring proposal is in excess of \$28,000,000 representing significant savings to the State and the federal government. On behalf of the Using Governmental Units, the Project Executive Committee reviewed the Record of Negotiations and accepted the determination of the Procurement Officer that the goals of the negotiations had been met and, in viewing the negotiated proposal as a whole, along with its price, that the solution offered by Saber, LLC (as negotiated) was the most advantageous to the State. The posting of a Notification of Intent to Award to Saber, LLC will follow.

February 23, 2007.

INFORMATION TECHNOLOGY  
MANAGEMENT OFFICE



Tammy Blackwell  
Procurement Office

## Stay of Award Upon Notification of a Protest

Immediately stay the award upon notification of a protest.

When staying the award, follow the SCEIS Guides for Staying and Award found on uPerform. <http://uperform.sc.gov/gm/folder-1.11.9294>

### Reinstatement of Award after protest is resolved or withdrawn

If the protest is resolved during the Intent period, wait until the effective date of the contract as stated on the original Intent to Award.

If the protest is resolved after the effective date as stated on the original Intent, reinstate as soon thereafter as possible.

When reinstating the award, follow the SCEIS Guides for Reinstating an Award in uPerform <http://uperform.sc.gov/gm/folder-1.11.9294>

Notes:

The Award is now at “Statement of Award”, not an “Intent to Award”.  
Be sure that under the date it states: Reinstatement of Award  
Make sure the effective date is shown on the document.

If another vendor wins the award as a result of the protest, cancel the award by following the uPerform SCEIS Guides. <http://uperform.sc.gov/gm/folder-1.11.9294>

Create a new award to the new vendor following the uPerform SCEIS Guides [ME32K](#)  
[Change Contract \(Bidding\) Creating an Award Statement](#)

**STATE OF SOUTH CAROLINA**  
**DIVISION OF THE STATE CIO**  
**INFORMATION TECHNOLOGY MANAGEMENT**  
**4430 BROAD RIVER ROAD**  
**COLUMBIA, SOUTH CAROLINA 29210**

**Suspension of Award**

Posting Date: March 08, 2007

Posting Date of Award February 23, 2007

**AWARD - SUSPENDED - PROTEST: THE ABOVE NOTIFICATION OF AWARD IS HEREBY SUSPENDED PENDING THE ADMINISTRATIVE REVIEW IN RESPONSE TO A PROTEST**

This is a statement of intent to award a contract and becomes the official statement of award effective **8:00 AM, March 6, 2007**, unless otherwise suspended or canceled. Vendors are cautioned not to begin work on the contract or incur any costs associated with the contract prior to the effective date of the contract. The State assumes no liability for the expenses incurred by vendors prior to the effective date of the contract.

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this intent to award. Protest to be filed with:

Chief Procurement Officer  
Information Technology Management Office  
4430 Broad River Road  
Columbia, SC 29210  
Facsimile: 803-896-0789  
E-mail: [protest-itmo@cio.sc.gov](mailto:protest-itmo@cio.sc.gov)

**THIS AWARD IS SUBJECT TO THE APPROVAL FROM THE FEDERAL OFFICE OF CHILD SUPPORT ENFORCEMENT**

**Solicitation : 07-S7279**

**Issue Date : 09/01/2006**

**Opening Date : 09/27/2006 02:30 PM**

**Description : South Carolina Child Support Enforcement System and Family Court Case Management System**

**Agency : SOCIAL SERVICES**

**Awarded To** : Saber Software, Inc.  
1800 SW First Avenue  
Suite 350  
Portland, OR 97221

**Evaluated Amount** : \$92,930,661.00  
**Total Potential Value** : \$89,230,687.00  
**Contract Number** : 07-S7279-A12966

**Maximum Contract Period:** March 6, 2007 to March 5, 2018

**Information Technology Management Office**

**Buyer:** Tammy Blackwell

A handwritten signature in black ink that reads "Tammy Blackwell". The signature is written in a cursive style with a large, prominent initial "T".