



# Request for Proposal

Solicitation: PTC-333 Grant Evaluation Services  
 Date Issued: **09/22/2023**  
 Procurement Officer: Brian K. McKenna  
 Phone: 864-941-8314  
 E-Mail Address: [mckenna.b@ptc.edu](mailto:mckenna.b@ptc.edu)  
 Mailing Address: Piedmont Technical College  
 Procurement Office – 195A  
 PO Box 1467  
 Greenwood, SC 29648

DESCRIPTION: **GRANT EVALUATION SERVICES**

USING GOVERNMENTAL UNIT: **PIEDMONT TECHNICAL COLLEGE – ACADEMIC AFFAIRS**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
**PIEDMONT TECHNICAL COLLEGE**  
**PROCUREMENT OFFICE – 195A**  
**PO Box 1467**  
**Greenwood, SC 29648**

PHYSICAL ADDRESS:  
**PIEDMONT TECHNICAL COLLEGE**  
**PROCUREMENT OFFICE – 195A**  
**620 N. Emerald Road**  
**Greenwood, SC 29648**

SUBMIT OFFER BY (Opening Date/Time): **10/09/2023 2:00 PM** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/29/2023 10:00 AM** (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONE (1) Original hard copy marked "Original" and ONE (1) Redacted hard copy marked "Redacted."** If submitting a redacted copy – See Section IV. Submitting Redacted Offers for instructions. **Must also submit 1 copy of proposal and redacted proposal on a USB flash drive. Initial here if NO redacted copy is necessary** \_\_\_\_\_

CONFERENCE TYPE: **Not Applicable**

DATE & TIME:

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Not Applicable**

AWARD &  
AMENDMENTS

Award is scheduled to be posted on **11/15/2023**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.ptc.edu/about/administrative-offices/procurement>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

\_\_\_ Sole Proprietorship

\_\_\_ Partnership

\_\_\_ Other \_\_\_\_\_

\_\_\_ Corporate entity (not tax-exempt)

\_\_\_ Corporation (tax-exempt)

\_\_\_ Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Area Code - Number - Extension</span> <span>Facsimile</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div>E-mail Address</div>

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> Payment Address same as Home Office Address         </div> <div> <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b> </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> Order Address same as Home Office Address         </div> <div> <input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b> </div>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<b>PREFERENCES - A NOTICE TO VENDORS : Preferences do not apply. See SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)</b>
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<b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply. See SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)</b>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div> <input type="checkbox"/> In-State Office Address same as Home Office Address         </div> <div> <input type="checkbox"/> In-State Office Address same as Notice Address <b>(check only one)</b> </div>

## **SOLICITATION OUTLINE**

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

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (MODIFIED)**

**Piedmont Technical College (PTC) is requesting external grant evaluation services to satisfy Department of Labor requirements for DOL Strengthening Community Colleges project entitled Workforce Innovation Center (WIC) for Advanced Manufacturing and Nursing.**

### **FUNDS NOT AVAILABLE (JAN 2006)**

The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

### **MAXIMUM CONTRACT PERIOD -- ESTIMATED (MODIFIED)**

Start date: **11/15/2023** End date: **02/27/2027**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01- 1040-1]

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

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

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

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

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page.

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

YOU and YOUR means Offeror. [02-2A003-3]

#### **AMENDMENTS TO SOLICITATION (MODIFIED)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.ptc.edu/about/administrative-offices/procurement>

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

#### **AUTHORIZED AGENT (FEB 2015)**

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

#### **AWARD NOTIFICATION (MODIFIED)**

**Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.**

#### **BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

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

#### **BID ACCEPTANCE PERIOD (JAN 2004)**

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

#### **BID IN ENGLISH & DOLLARS (JAN 2004)**

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

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

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

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

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

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

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

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

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

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

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

#### **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>. [02-2A040-2]

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

#### **DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

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

#### **DUTY TO INQUIRE (FEB 2015)**

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

#### **ETHICS CERTIFICATE (MAY 2008)**

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



official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

#### **OMIT TAXES FROM PRICE (JAN 2004)**

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

#### **OPEN TRADE REPRESENTATION (JUN 2015)**

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

#### **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest - CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

#### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

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

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

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

#### **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if

that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question.

(b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be in writing and submitted via email to: [mckenna.b@ptc.edu](mailto:mckenna.b@ptc.edu) no later than **10:00 am** on **09/29/2023**. Title in subject line should read "PTC-333 Grant Evaluation Services." Questions received after this time will not be answered.

## **REJECTION/CANCELLATION (JAN 2004)**

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

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

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

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

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19- 445.2077(D). [02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

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

through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

#### **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/prepare/types-of-disasters/severe-winter-weather/> or [www.ptc.edu](http://www.ptc.edu) [02-2A120-3]

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

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

## **SUBMITTING A PAPER OFFER OR MODIFICATION (PTC MODIFIED)**

**Piedmont Technical College is not accepting online or facsimile offers at this time. When you submit a paper offer or modification, the following instructions apply.**

(a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the format and number of copies indicated on the Cover Page. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

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

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

### **CONTENTS OF OFFER (RFP) (MODIFIED)**

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

include this information as a separate appendix to your offer and clearly state that the following information is something you would like to negotiate if you are the highest ranked offeror. Offers not in the format stated which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. This is not an offer to negotiate, and the Offer may be accepted without opportunity to negotiate.

#### **MAIL PICKUP (PTC MODIFIED)**

The College picks up all mail from The US Postal Service once daily around 10:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

#### **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

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

#### **PROTEST - CPO - MMO ADDRESS (MODIFIED)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing  
(a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us),  
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

### **III. SCOPE OF WORK / SPECIFICATIONS**

**Piedmont Technical College (PTC) is requesting** external grant evaluation services to satisfy Department of Labor requirements for a DOL Strengthening Community Colleges project entitled *Workforce Innovation Center (WIC) for Advanced Manufacturing and Nursing*.

#### **Section 1: Evaluation Services**

The following are specifications regarding the deliverables and requirements for Grant Evaluation Services:

1. Manage the grant evaluation process. PTC will set parameters based on the specific requirements of the funding award with the selected provider.
2. Review the grant proposal and award and refine an appropriate evaluation design and measures as needed.
3. Develop instruments and an effective/efficient data collection strategy and plan.
  - a. Develop, organize, and pilot-test data collection instruments.
  - b. Implement the ongoing collection and management of evaluation data.
  - c. Ensure all data required for local and national evaluation is collected.
  - d. Develop any additional valid and reliable surveys or questions added to current surveys, interview protocols, or other desired instruments resulting from the review process.
  - e. Analyze quantitative data using statistical methods including univariate, bi-variate, and/or multivariate techniques.
  - f. Translate instruments into applicable languages as appropriate.
4. Conduct local performance assessment and annual written performance assessment.
5. Provide written evaluation reports (Quarterly, Annual, and Final Cumulative over the four years of the active grant award), including evaluative data reports, to meet grant expectations.
6. Quarterly face-to-face meetings will be required to ensure that project staff are making progress towards project goals. The evaluator should assist project staff and provide feedback via Zoom or Teams on a monthly basis, as needed.

7. Prepare final grant evaluation documentation and coordinate grant evaluation report preparation, including but not limited to, preparing appropriate numbers of copies, or other submission expectations.
8. Provide all documentation within mutually agreed upon timeframes.
9. Provide all documents to PTC electronically in an agreed upon format.

In addition to the above, the US Department of Labor has provided additional guidance for external evaluators:

**The outside evaluator that the project hires is responsible for the following activities:**

1. Section I.G of the SCC2/3 FOA (pp. 20-21) states: “After procuring a third-party evaluator, grantees must submit a Draft Detailed Evaluation Design from their evaluator, which must be revised and submitted as a Final Detailed Evaluation Design, based on feedback provided by the Department. DOL will review the submissions to ensure that the designs are feasible. In the evaluation design, grantees must include plans to submit Interim and Final Implementation Reports from their third-party evaluator by the milestones specified below.”

<b>Deliverable</b>	<b>Timeline</b>	<b>SCC3 Due Date</b>
Submit a <b>Draft Detailed Evaluation Design</b> from the evaluator, using guidance provided by the Department.	No later than Month 3 following contract signing	XX, XX, 2023
Submit a <b>Final Detailed Evaluation Design</b> in collaboration with the third-party evaluator.	No later than Month 6 following contract signing or by the SCC3 Due Date	February 29, 2024
Ensure that the third-party evaluator carries out the evaluation and completes all tasks and deliverables and provides ongoing input and consultation.	Throughout	Throughout
Ensure that all third-party interim reports and annual reports are completed and deliverables and consultations are provided with ongoing input.	Throughout	Throughout
Submit the evaluator’s <b>Final Implementation Evaluation Report</b> using the suggested format or similar layout.	No later than Month 48	February 28, 2027

2. Note that the FOA required applicants to submit a Logic Model as part of their application. The WIC Logic Model is included later in this Scope of Work. The Logic Model is to be followed unless, in conversation with PTC and the outside evaluator, it is decided that updates to the Logic Model are necessary to reflect project design developments. Such revisions are acceptable so long as they remain consistent with the project design as described in the original statement of work (SOW); otherwise, the proposed change(s) will require an DOL SOW modification. The Logic Model should be incorporated into the submitted evaluation plan.
3. The table below breaks down the components expected in an evaluation plan, describing each component and providing a checklist (rubric) to assist both evaluators in meeting the fully addressed standards and reviewers in providing actionable feedback. The evaluation plan is intended to act as a *stand-alone document* and should include all of the necessary information to ensure readers have a complete understanding of the program and its evaluation. The evaluation plan should be designed the to ensure that both interim and final reports cover each of these components thoroughly. When developing the evaluation plan, the listed components should be incorporated as *subheadings* within the body of the plan to ensure completeness and ease of reading. In addition, as part of the final report, briefing slides that summarize the evaluation findings should be provided. In particular, the criteria should serve as both the outline for the introduction and background and the specific topic areas for the slides. **Note: The DOL staff will use the rubric below to assess the submitted evaluation plan.**

Component Overview	Checklist for Fully Addressing Standards
<b>Introduction and Background</b>	
<p>The first section of the evaluation plan should be an Introduction followed by a Background section. The Introduction should provide a summary explanation of the evaluation study plan, including the purpose, approach, design, questions, data sources/data collection, and potential analyses. This section should also introduce the third-party evaluator(s) conducting the study. It should be a be a high-level summary of what the reader will encounter throughout the document, ensuring alignment and clarity. The Background section provides context of the SCC program of interest, or the evaluand, for the reader. This section should include high-level introduction and description of the participating institutions, the rationale for the program, the purpose and/or goals of the program, and the broad activities the program will do to reach those goals. Additionally, the Background section should include a timeline of the program.</p>	<ul style="list-style-type: none"> <li>✓ An opening statement, with brief SCC program information and name of the evaluand program and introduction to third-party evaluator(s)</li> <li>✓ High-level summary of the evaluation’s purpose, approach, and design</li> <li>✓ High-level summary of anticipated data sources, data collection activities, and analyses</li> <li>✓ 2-3 paragraphs describing the evaluation and program, including the name and location of participating institutions, target sample population, program partners (e.g., employers, etc.), goals, and activities</li> <li>✓ Brief description of the timeline and overarching outcomes of the program</li> </ul>



Component Overview	Checklist for Fully Addressing Standards
<b>Logic Model</b>	
<p>The logic model should graphically represent the evaluand program and show the intended relationship between the program’s inputs (Resources and Strategies and Activities) and the expected results (Outputs and Short- and Long-term Outcomes). Long-term impacts should also be included on the far-right, though will not likely be assessed in the evaluation plan. The logic model should explain how access to and application of resources and strategies will result in a program that reaches the intended target participants <b>and</b>, when these populations are reached by the program, how unmet needs will be met and circumstances will change.</p> <p>The logic model should display the focus or purpose of the evaluation. If the intended evaluation is a <i>process</i> or <i>implementation</i> evaluation, the logic model should include the specific inputs, activities, outputs, and short-term outcomes associated with implementation of the program. This could include examining the relationship between activities, including sequencing, dosage, and timing, as well as how the activities link to outputs and short-term outcomes.</p> <p>A logic model for an <i>outcome evaluation</i> should incorporate all the logic model components for the program with alignment to the short- and long-term outcomes. Outcomes should be feasible and measurable.</p> <p>If the intended evaluation is a <u><i>developmental evaluation</i></u>, a theory of change may be better suited for the program depending on its current design and implementation status. The graphic should highlight an evidence-based pathway between the program’s context, goals, strategies, and activities as they relate to the desired results of your program but are subject to change as the program evolves.</p>	<ul style="list-style-type: none"> <li>✓ Include a brief narrative introducing/explaining the logic model and its alignment across the components.</li> <li>✓ <i>Problem identification</i> or the issue your program is intended to address or the gap it will fill</li> <li>✓ <i>Inputs</i> are the resources, personnel, materials, technologies, and other factors that must be in place to implement the program’s strategies. This should include SCC grant funding.</li> <li>✓ <i>Strategies and activities</i> that are designed to achieve outcomes, with important consideration to sequence and order of activities, clustering of activities, and dosage</li> <li>✓ <i>Outputs</i> or what is done or directly results from activities (data can capture size and scope, describe or count strategies and activities such as participation rates, the number of orientations held, number of materials developed, etc.)</li> <li>✓ <i>Outcomes</i> or what the implementation of resources, strategies and activities is expected to have on participants. <ul style="list-style-type: none"> <li>○ Short-term outcomes are most immediate and measurable and can be attributed to strategies and activities. These are typically observable and measurable changes in <i>skills, attitudes, and knowledge</i>.</li> <li>○ Long-term outcomes are more distant, though anticipated, results of participation in strategies and activities. These are typically observable and measurable changes in <i>behavior and decision-making</i>.</li> <li>○ Impacts are the outcomes of long-term implementation of strategies and activities and may be affected by conditions beyond the program’s scope of strategies. These are typically broader in scope and include changes in <i>status, life conditions, systems, and/or policies</i>.</li> </ul> </li> </ul>

Component Overview	Checklist for Fully Addressing Standards
Evaluation Objective(s) and Type/Approach	
<p>Clearly define your evaluation objective(s), or what the study hopes to accomplish and why. Your objective(s) should summarize what you hope will be achieved by the study. A well-defined evaluation objective(s) will narrow and focus the evaluation and ensure that the findings are relevant to decision-makers. This will drive all aspects of the methodology, including evaluation data collection, analysis, and recommendations. The objective(s) also drives the evaluation approach or type that will be applied and the rationale and connection should be made clear.</p> <p>An evaluation type is the framework from which the evaluation is conducted and reflects evaluation objective(s), uses, values, and the level of stakeholder involvement. Evaluation types including <i>developmental evaluations</i>, <i>process evaluations</i>, <i>implementation evaluations</i>, <i>formative evaluations</i>, <i>outcome evaluations</i>, <i>summative evaluations</i>, and <i>impact evaluations</i> (see supplemental material on evaluation types). The SCC program evaluation does not need to nor should incorporate all these evaluation types. The evaluation plan should identify the appropriate type(s) of evaluation based on the program context and evaluation purpose, the rationale for selecting that type(s), and any limitations of conducting that type(s) of evaluation.</p> <p>Evaluators may conduct the evaluation using a particular approach that is best suited for the program context, stakeholder needs, and/or target program participants. Approaches might include <i>participatory evaluation</i>, <i>collaborative evaluation</i>, <i>empowerment evaluation</i>, <i>culturally responsive and critical evaluation</i>, and/or <i>utilization-focused evaluation</i>, among others. If applying a particular evaluation approach, the evaluation plan should identify and describe the approach, including its purpose, framework, and application. The plan should also provide a rationale for the application of the evaluation approach and any limitations.</p>	<p>Your Evaluation Objective(s) should include:</p> <ul style="list-style-type: none"> <li>✓ A summary of what you hope will be achieved by the study</li> <li>✓ Clear and aligned to the program’s needs and goals</li> <li>✓ Realistic and feasible (achieved within the expected timeframe and resources)</li> </ul> <p>Your Evaluation Type(s)/Approach(es) should include:</p> <ul style="list-style-type: none"> <li>✓ Identification and explanation of the type(s) of evaluation proposed (e.g., process, implementation fidelity, outcome, etc.)</li> <li>✓ Clear rationale for selection of evaluation type(s) and potential limitations</li> <li>✓ Alignment between the evaluation type(s) and the program context, implementation status, and goals</li> <li>✓ If applying a particular approach, identification and explanation of the approach(es) proposed (e.g., participatory, empowerment, culturally responsive and critical, etc.)</li> <li>✓ Clear rationale for evaluation approach(es) noting any potential limitations and/or challenges</li> </ul>

Component Overview	Checklist for Fully Addressing Standards
<b>Evaluation Questions</b>	
<p>Building on your evaluation objective(s) and logic model, your evaluation questions should reflect specific information about what can be learned by the evaluation. Your evaluation question(s) should narrow down your broad idea to a topic that can be investigated and reflect a feasible research process. Your questions should be lines of inquiry to explore in trying to solve the overarching research objective. This section should include between one and four broad evaluation questions with evaluation subquestions, if necessary.</p> <p>Evaluation questions should drive the remainder of the evaluation plan, including the study design, sample, data collection, and analyses. Questions should also support the evaluation type(s) and objective(s). For instance, <i>implementation evaluations</i> should develop evaluation questions examining whether the program services were enacted as intended, to what extent program activities led to outputs and short-term outcomes, and/or whether and how program activities changed over time.</p> <p><i>Developmental evaluations</i> should be grounded in questions related to the dynamic shifting and building of the program, to what extent the program's values and principles influenced activities and short-term outcomes, and/or whether and how the broader system and environment was responding to the program.</p> <p><i>Outcome evaluations</i> should be led by questions assessing the effectiveness of a program in producing desired changes. Examples include questions addressing the magnitude of changes, differences in changes experienced by different groups, and/or the aspects of the program that were most beneficial to the changes.</p>	<p>Your evaluation question(s) should be:</p> <ul style="list-style-type: none"> <li>✓ Focused on a single problem or issue</li> <li>✓ Researchable using primary or secondary data</li> <li>✓ Feasible to answer within the timeframe and practical constraints</li> <li>✓ Specific enough to answer thoroughly</li> <li>✓ Complex enough to develop the answer over the space of a report</li> <li>✓ Relevant to the funding agency</li> <li>✓ Flexible and adaptable enough to be modified as unforeseen constraints require</li> <li>✓ Aligned to the evaluation objective(s) and logic model.</li> <li>✓ Broadly experienced in 1-4 overarching questions with potential subquestions, if desired/necessary.</li> <li>✓ Driving the remainder of the evaluation plan, including the study design, methods, and data collection.</li> </ul>

Component Overview	Checklist for Fully Addressing Standards
<b>Study Design</b>	
<p>Your study design serves as the plan for executing your evaluation type and approach, as identified in the section above. It should address the overall strategy and integrate the different components of the study in a coherent and logical way. Doing so will ensure that you will effectively address the research objective(s). It is a blueprint for data collection, measurement, and analysis of data.</p> <p>The study design should align to the evaluation’s purpose (e.g., measuring processes, measuring outcomes, etc.) and should be supported throughout the rest of the evaluation plan.</p> <p>Examples of specific study designs include <i>descriptive study, multiple case study, treatment-group only study, time-series design, pre-post study, explanatory mixed methods designs, correlational, causal, quasi-experimental study</i>, and/or <i>randomized-controlled trial study</i>. The evaluation plan should clearly identify and explain the specific study design, including rationale and limitations. Likewise, some evaluations may call for a phased approach that utilizes more than one design. If so, this component should be delineated by phases with explanations for each phase’s design.</p> <p>The study design should be feasible given the resources (e.g., time, funding, personnel, etc.) provided.</p>	<p>The proposed study strategy should do the following:</p> <ul style="list-style-type: none"> <li>✓ Be appropriate for meeting the identified evaluation objective, type, and approach.</li> <li>✓ Provide a convincing argument for different features of the design.</li> <li>✓ Align to the remainder of the evaluation plan.</li> <li>✓ Be clearly defined and supportive of descriptive/observational, correlational, or causal objectives.</li> <li>✓ Provide enough rigor for the purpose of the study and ability to lead to the measurement of identified outcomes.</li> <li>✓ Identify limitations of the design and implications for interpreting its findings.</li> </ul>

Component Overview	Checklist for Fully Addressing Standards
<b>Evaluation Measures</b>	
<p>Data collected using appropriate evaluation measures will tell you how well your program activities have met your expected program outputs and outcomes. Informed by both the logic model and evaluation questions, evaluation measures, or indicators, help guide the selection of data collection methods and the content of data collection instruments. Qualitative or quantitative data may inform these measures.</p> <p>This component should comprise of a table matrix that aligns the evaluation measures to the activities and/or outcomes they are designed to assess. The table matrix should clearly align all of the components of the table and address validity, as well. The evaluation plan should also include a paragraph explaining the table, including brief descriptions of the categories or types of measures.</p> <p>Measures associated with program inputs include such things as organizational characteristics, staffing structures, and service delivery supports. Measures associated with contextual factors and implementation outputs include such things as content developed; quantity or intensity of the services provided; quality and delivery mode of intervention; quantity of participants reached.</p> <p>When evaluating <u>program implementation fidelity or program process</u>, quantitative measures reflect performance and success against predetermined goals and SMART (specific, measurable, achievable, relevant, and time-bound) outcomes. When conducting <u>developmental evaluation</u>, measures act as a tracking mechanism allowing outcomes to quickly emerge and can change throughout the evaluation as the process unfolds. When conducting <u>outcome evaluations</u>, measures should assess whether the program is achieving the expected changes in the short, intermediate, and long term (if feasible). Qualitative measures can also provide valuable information relevant to all types of evaluations and can include such things as program challenges, perceived barriers to success, shared vision, communication, program leadership, and organizational structure.</p>	<ul style="list-style-type: none"> <li>✓ At a minimum, measures must address the outcomes identified in Exhibit 1.</li> <li>✓ Measures should be displayed in a table matrix that aligns the activities and/or outcomes with each measure, as well as explanations for the validity of the measures.</li> <li>✓ Measures can be developed for activities (process indicators) and/or for outcomes (outcome indicators).</li> <li>✓ There can be more than one measure for each activity or outcome.</li> <li>✓ The measure must be focused and must measure an important dimension of the activity or outcome.</li> <li>✓ The measure must be clear and specific in terms of what it will measure.</li> <li>✓ The change determined by the measure should represent progress toward implementing the activity or achieving the outcome.</li> <li>✓ Include an explanatory paragraph describing the contents of the table matrix.</li> </ul>

**Exhibit 1. Required Outcomes for SCC2 to Be Addressed by Both Single Institution and Consortium Grantees**

Capacity-Building Outcomes	
Capacity-Building Outcome #1	<ul style="list-style-type: none"><li>✓ Must develop capacity-building <b>outcomes and outcomes targets</b> specific to the grant project.</li></ul> <p><i>Each capacity-building outcome:</i></p> <ul style="list-style-type: none"><li>✓ Must be tied to a <b>career pathway program</b> to be built or enhanced using SCC grant funds.</li><li>✓ Must be tied to the <b>Core Elements</b> (Advancing Equity, Accelerated Career Pathways, Results-driven Project Design, and Sustainable Systems Change)</li><li>✓ May address individual, interpersonal, institutional, and/or systemic-level outcomes</li><li>✓ Must be connected to <b>positive workforce outcomes</b>.</li><li>✓ Must incorporate and/or reflect:<ul style="list-style-type: none"><li>○ Outcome statement</li><li>○ Type/direction of change (e.g., increase, decrease)</li><li>○ Unit of measurement</li><li>○ Outcome target</li><li>○ Current state or baseline</li><li>○ Specific grant-funded program(s) of study</li><li>○ Target population</li><li>○ Definition(s) that demonstrate(s) or explain(s) when the project achieves the outcome target</li><li>○ Timeframe</li><li>○ Description of how the increased capacity will be sustained</li></ul></li></ul>
Capacity-Building Outcome #2	
Capacity-Building Outcome #3	
Equity Outcomes	
Equity Outcome #1	<ul style="list-style-type: none"><li>✓ Must develop equity <b>outcomes and outcomes targets</b> specific to the grant project.</li></ul> <p><i>Each equity outcome:</i></p> <ul style="list-style-type: none"><li>✓ Must be grounded in previously-administered <b>equity gap analysis</b></li><li>✓ May address different aspects of the same identified <b>primary equity gap</b> or address <b>separate equity gaps</b></li><li>✓ Must be connected to specific <b>sectoral or occupational workforce shortage</b></li><li>✓ Must be aligned with a <b>career pathway approach</b> to address worker demand</li><li>✓ May address individual, interpersonal, institutional, and/or systemic-level outcomes</li></ul>

<p><i>Equity Outcome #2</i></p>	<ul style="list-style-type: none"> <li>✓ Must be connected to <b>positive workforce outcomes</b></li> <li>✓ Must incorporate and/or reflect: <ul style="list-style-type: none"> <li>○ Outcome statement</li> <li>○ Type/direction of change (e.g., increase, decrease)</li> <li>○ Unit of measurement</li> <li>○ Outcome target</li> <li>○ Current state or baseline</li> <li>○ Specific grant-funded program(s) of study</li> <li>○ Target population</li> <li>○ Definition(s) that demonstrate(s) or explain(s) when the project achieves the outcome target</li> <li>○ Timeframe</li> <li>○ Description of how the increased equity will be sustained</li> </ul> </li> <li>✓ Must describe the <b>evidence-based rationale</b> connecting the key aspect to the equity gap analysis, logic model, its contribution to target populations' improved employment outcomes, and capacity-building goals</li> <li>✓ Must be represented in the <b>logic model</b></li> </ul>
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Component Overview	Checklist for Fully Addressing Standards
<b>Data Sources and Data Collection</b>	
<p>Driven by the evaluation questions, the logic model, and evaluation measures, this component should clearly identify and provide a high-level description of all proposed data sources. When examining the same or similar measures across multiple data sources, the data should be triangulated, or compared, to reinforce the finding.</p> <p>Your evaluation measures may be informed using new data, which involves primary data collection (e.g., surveys, interviews), or existing data which involves secondary data collection (e.g., administrative data, program data). Your chosen data collection methods should consider both the 1) feasibility of collecting the data (e.g., evaluation resources, timeliness of data collection), 2) utility (e.g., data collection frequency vs. point in time, data credibility), 3) propriety (e.g., characteristics of respondents, degree of intrusion to participants, other ethical issues) and 4) accuracy (nature of the issue, sensitivity of the issue, respondent knowledge).</p> <p>Provide a high-level description of preliminary data collection activities and secondary data sources, including those under development as a function of the study design or approach. The description should include the purpose/use of the data, anticipated methods, and potential limitations. Provide any additional information related to data sharing agreements, either secured or in process, or data acquisition concerns.</p> <p>Include in the Appendix of the evaluation plan a table matrix or data crosswalk aligning the data sources to the evaluation questions, measures, and outputs/outcomes, as well as anticipated timeline or timing of collection, where feasible.</p>	<ul style="list-style-type: none"> <li>✓ Describe preliminary data collection and secondary data availability at a high-level. <ul style="list-style-type: none"> <li>○ Consider feasibility, utility, propriety, and accuracy</li> <li>○ Describe the strengths and weaknesses of each data source.</li> </ul> </li> <li>✓ Describe how data collection reflects sound and systematic methods of producing reliable data considering the following: <ul style="list-style-type: none"> <li>○ Interview methods and recording practices</li> <li>○ Quality assurance practices (e.g., recording interviews, review of notes by second interviewer)</li> <li>○ Pending IRB approvals and/or data sharing agreements</li> <li>○ Areas of potential bias (e.g., onsite interviews of program staff)</li> <li>○ Provide the intended sample or participants</li> </ul> </li> <li>✓ Describe limitations associated with data sources or data collection and implications for findings.</li> <li>✓ Include a Data Crosswalk or Table Matrix in the Appendix that displays the alignment of the data sources to the evaluation questions, measures, outputs/outcomes, and timing.</li> </ul>



Component Overview	Checklist for Fully Addressing Standards														
<b>Sampling Strategy</b>															
<p>Sampling is the process of selecting units (e.g., people, organizations) from a population of interest to yield the most relevant information with potential for generalization, if feasible. Since it is often impossible and not practical to enroll the entire population in your study, your evaluation may include more than one sample and can occur at multiple levels (e.g., evaluation sites, stakeholders selected for interviews, participants selected for survey). Choosing a 'correct' sample means making sure that your sample is large enough and representative of the population.</p> <p>Given the early stages of program design and implementation, it may be likely that the evaluation cannot yet determine the potential sample size or type. In that case, the evaluation plan should include proposed sampling criteria with estimated sample sizes, noting that they may alter based on implementation. However, the evaluation plan should include descriptions of the site(s) in which the program will be implemented and sample will be drawn, such as community college departments, faculty, and/or work-based partners.</p> <p>Sampling methods include:</p> <table border="1" data-bbox="300 850 1066 1282"> <thead> <tr> <th>Probability</th><th>Non-Probability</th></tr> </thead> <tbody> <tr> <td>Simple random sampling</td><td>Quota sampling</td></tr> <tr> <td>Stratified random sampling</td><td>Purposeful sampling</td></tr> <tr> <td>Cluster sampling</td><td>Systematic sampling</td></tr> <tr> <td>Multistage random samples</td><td>Convenience sampling</td></tr> <tr> <td>Systematic random sampling</td><td>Snowball sampling</td></tr> <tr> <td></td><td>Volunteer sampling</td></tr> </tbody> </table>	Probability	Non-Probability	Simple random sampling	Quota sampling	Stratified random sampling	Purposeful sampling	Cluster sampling	Systematic sampling	Multistage random samples	Convenience sampling	Systematic random sampling	Snowball sampling		Volunteer sampling	<p>✓ Explain and justify the rationale for site selection strategy by describing the following:</p> <ul style="list-style-type: none"> <li>○ Design and methods used for selecting sites included in the study</li> <li>○ The criteria and rationale used in site selection</li> <li>○ Limitations of site selection</li> </ul> <p>✓ Clearly define and defend methods/strategies for drawing samples from data sources by describing the following:</p> <ul style="list-style-type: none"> <li>○ The method/criteria for selecting a sample of respondents</li> <li>○ The method for identifying most appropriate respondents for qualitative research</li> <li>○ Potential for missing observations and implications for the findings</li> <li>○ Potential recruitment challenges anticipated</li> <li>○ Note whether different samples will be drawn for different data sources/collection activities, and why</li> </ul>
Probability	Non-Probability														
Simple random sampling	Quota sampling														
Stratified random sampling	Purposeful sampling														
Cluster sampling	Systematic sampling														
Multistage random samples	Convenience sampling														
Systematic random sampling	Snowball sampling														
	Volunteer sampling														

Component Overview	Checklist for Fully Addressing Standards
<b>Proposed Analyses</b>	
<p>This component should include your <i>proposed</i> analysis plan for the evaluation type and study design. While detailed models are not necessary, the evaluation plan should include descriptions of the approach and methods for conducting any quantitative and/or qualitative analyses and their alignment to the evaluation questions.</p> <p>Quantitative analysis descriptions should include potential approaches (e.g., ANOVAs, descriptive statistics, regressions, etc.), including a rationale and limitations for the approaches. Where possible, include the anticipated software to be used to conduct the analyses.</p> <p>Qualitative analysis descriptions should include how coding schemes will be developed, the coding process, strategies for ensuring reliability, and identification of themes.</p> <p>Potential examples of analytic approaches including <i>content analysis</i>, <i>thematic analysis</i>, <i>discourse analysis</i>, etc.</p>	<ul style="list-style-type: none"> <li>✓ Describe all analysis methods (quantitative, qualitative, mixed methods), including the use of analytic software.</li> <li>✓ Describe any statistical approaches proposed to analyze quantitative data.</li> <li>✓ As appropriate, provide multiple and/or alternative perspectives and/or triangulation processes.</li> <li>✓ Demonstrate how the plan will apply consistent and systematic coding processes across data sources.</li> <li>✓ Describe how the evaluator will develop a coding scheme, coding process, and theme identification strategy.</li> <li>✓ Ensure alignment with evaluation questions and study design, as well as measures.</li> </ul>

Component Overview	Checklist for Fully Addressing Standards
<b>Appendices</b>	
<p>To ensure completeness of the plan, as well as conciseness of the narrative, each plan should include a series of appendices to expand on the written plan.</p> <p>Appendix A: This appendix should include the data crosswalk matrix aligning the data sources/collection activities to the evaluation questions, evaluation measures, and outputs/outcomes, as well as high-level timing.</p> <p>Appendix B: This appendix should include an evaluation implementation timeline intending to broadly explain the overall timing of the evaluation, including data collection activities and interim and final reports.</p> <p>Appendix C: (Optional) Any other related documents</p>	<ul style="list-style-type: none"> <li>✓ Matrices are clear and concise for ease of reading and alignment</li> <li>✓ Evaluation timeline provides a broad overview of major evaluation milestones, including interim and final reports, as well as data collection activities.</li> </ul>

4. Other expectations of the outside evaluator include
  - a. Assisting the project director in fine-tuning the main goals and objectives for the project.
  - b. Offering advice as to which project objectives would lend themselves most readily to measurement and evaluation.
  - c. Offering advice as to which baseline data should be collected.
  - d. Offering advice on the type of measurement instruments that could be used – e.g., surveys, student journals, standardized tests, interviews, focus groups, analysis of e-portfolios or capstone projects, cost-benefit analyses, etc..This is especially important in determining how to measure increased student engagement in the pathways.
  - e. Offering advice about data collection from a possible comparison or control group.
  - f. Offering advice as to the timing of data collection.
  - g. Assisting the project director in designing a plan so that initial results feed back into the project design as the project matures.
  - h. Offering advice on how the project director and other grant and college personnel might disseminate evaluation results to interested parties.
  - i. Assisting the project director in designing the evaluation instruments. Ideally this would include making the project director aware of applicable evaluation instruments that others have used which could serve as models or bases of comparison.
  - j. The outside evaluator writes the Evaluation Reports. Annual and Final Evaluation Reports are sent to the project director who attaches them to the Annual Project Reports as separate documents.

**The project director and the outside evaluator should work jointly on:**

- Analysis of the assessment data that are collected.

**The project director is responsible for:**

1. Baseline evaluation data collection.
2. Project evaluation data collection.
3. Implementing any changes in the project as a result of preliminary evaluation findings.
4. Submitting any Interim/Annual and Final Evaluation Reports that the outside evaluator has written.
5. Disseminating evaluation results to interested parties on and off campus.

Federal Guidelines

Grants obtained as a result of the utilization of services from this contract may be federally funded and, as such, Evaluator Contractors are required to comply with all applicable federal guidelines.

Maximum Hourly Rates

PTC will compensate Contractor for the provision of grant evaluation services at an amount not to exceed the amount allocated for grant evaluation services in the approved budget of the awarded grant. Compensation shall not exceed the amount allocated in the awarded grant's approved budget for grant evaluation services.

Invoice and Billing

Grant Evaluation Services Itemized invoices for evaluation services shall be submitted to PTC in writing at least quarterly. Invoices shall specify the grant number and a detailed description of the services provided in accordance with the approved implementation plan, timeline, and budget.

**SECTION II. DESCRIPTION OF THE EVALUATION PLAN FOR THE PROJECT**

Evaluation Purpose:

The evaluation measures for this project have been defined as part of the DOL Strengthening Community Colleges Round 3 grant submission and are designed to produce process, formative, and summative evaluation of the project. The evaluation will be conducted by an external evaluation team, and supported by internal data collection and reporting performed by project leadership and each of the three college's Institutional Effectiveness Offices. An SQL project database with secure log-ins will house data specified in the grant.

Based on input from the DOL national evaluation consulting group, the successful vendor will be responsible for the design and execution of a longitudinal outcomes implementation evaluation to assess (1) the impact of the Workforce Innovation Center for Advanced Manufacturing and Nursing Accelerated Pathways (WIC) grant on student placement and upskill rates using stackable industry credentials; (2) the impact of accelerated delivery models using media-rich hybrid courses, mobile labs, and alternative delivery times on pathway enrollment and student engagement; (3) the impact on measures of equity among the underrepresented and marginalized rural workforce dual credit, credit and non-credit participants progressing in the designated pathways; and (4) the impact on the equitable completion of work-ready credentials among rural, underrepresented and marginalized sub groups, including dual credit, credit and non-credit participants. This research will generate information about the applicability of the WIC model in rural locations.

#### Stakeholders/Partners:

The project covers implementation at three partner colleges: Piedmont Technical College (Lead Partner). Aiken Technical College, and Orangeburg-Calhoun Technical College. The project's Leadership Team and each college's Office of Institutional Effectiveness constitute the stakeholders for the evaluation. During the development of this grant proposal and during evaluation planning, these offices provided data, timelines, and the overall program focus. Throughout project implementation, these stakeholders will be responsible for carrying out the project's objectives, collecting and reporting data to the evaluation team, and providing on-the-ground assistance and program monitoring.

#### **Stakeholder/Partner Assessment and Engagement Plan**

<b>Stakeholder/Partner Name</b>	<b>Interest or Perspective</b>	<b>Role in the Program and Evaluation</b>
Project Leadership Team	Oversight of academic and student support services and personnel; commitment to success of project activities to positively affect enrollment, retention, completion, and placement.	Oversight of academic and student support services and personnel, as well as faculty and curriculum updates; commitment to success of project activities to positively affect enrollment, retention, completion, and placement and grant personnelStudent cohortin the designated Pathways; responsible for review of collected data prior to evaluator review.
Each Colleges Office of Institutional Effectiveness	Interest in the outcomes of the project and how they affect overall college success metrics.	Data collection and reporting to Leadership Team and data entry into the project's SQL database.

#### **DESCRIPTION OF WHAT IS BEING EVALUATED**

##### Need:

All three consortium colleges have high numbers of students receiving PELL and other federal needs-based aid, large numbers of part-time students, and large numbers of Continuing Education students in entry-level advanced manufacturing training; however, only one college (PTC) has any Continuing Education students in an entry-level Nursing Pathway.

<b>Consortium College</b>	<b>Total Enrollment</b>	<b>% Minority Enrollment</b>	<b>% Federal PELL/Needs Based</b>	<b>% FTFT</b>	<b>% Part-Time</b>	<b>Total # Continuing Education</b>
ATC	1873	46.8%	62.3%	10.5%	68.0%	898
OCtech	2145	61.7%	57.4%	7.4%	70.2%	207
PTC	4491	42.7%	63.2%	11.2%	66.2%	858

*Source: SCTCS EDSS System Data Center, Fall 2021,*

The project is located in the Upper Savannah and Lower Savannah Workforce Regions of South Carolina. These two regions of South Carolina are comprised of 10 rural counties, all of which are designated as Medically Underserved. The rural counties of the Workforce Regions served by the **WIC** project are also categorized by high poverty, high minority populations and low levels of educational attainment.

County	Population Estimate (July 2020)	Minority (%) – Omit “White Alone”	Veterans (2020)	Sq. Miles	Persons Per Sq Mile (2010)	% Poverty
Abbeville	24,295	29.8%	1,558	511	51.8	15.3%
Aiken	168,808	29.3%	13,218	1081	149.5	13%
Calhoun	14,119	42.5%	939	392	39.8	15.5%
Edgefield	25,657	37.7%	1,950	507	53.9	16.8%
Greenwood	69,351	35.7%	3,826	463	153.2	16.4%
Laurens	67,539	28%	4,021	724	93.2	18.4%
McCormick	9,526	46.4%	1,052	394	28.5	17%
Newberry	37,719	33.7%	1,999	647	59.5	16.4%
Orangeburg	84,223	65.2%	4,335	1128	83.6	19.1%
Saluda	18,862	30.2%	1,165	462	43.9	17.4%
<b>Total</b>	520,099		34,063	6,309		

The proposed project will focus on growing South Carolina’s Advanced Manufacturing and Nursing sectors in degrees, diplomas, certificates, and professional licenses critical to the two Workforce Regions. Occupations in the Advanced Manufacturing pathway include Industrial Maintenance Technician; Multi-Skilled Maintenance (Mechatronics) Technician; Machine Tool/Computer Numerical Control Technician (CNC); Electronic Engineering Technician (Instrumentation); and Nuclear Operations (Radiation Protection) Technician. Nursing Pathway occupations will include Patient Care Technician (PCT), EMT entry-level positions; transition opportunities from these certifications into Practical Nursing (PN) and on into Registered Nurse (RN). These **two pathways** and their **nine occupations** were selected because they provide opportunities for robust career pathways, stackable credentials, higher wages, and further educational endeavors for **WIC** students, along with meeting the identified and critical regional employment needs. Employment needs are robust.

Target Population:

There is a need to engage and increase the number of program completers among the intended project beneficiaries. The project will seek to benefit new entrants into the workforce, as well as underserved and marginalized community residents and dislocated, unemployed, and incumbent workers. There will be a veteran and veteran spouse preference.

Description of student cohort to be used for participant tracking: The project will involve K-12 dual enrollment, Continuing Education, and college credit program participants. New students will be defined by their first semester of study at a participating institution in an Advanced Manufacturing or Nursing program of study. Student outcomes and progression through the pathway will be tracked by the Project Director and grant personnel, with assistance of the external evaluator, to provide relevant student data, such as pathway entry point, pathway retention, credits earned, degree/credential completion, and placement. Outcomes for grant participants will be compared to a baseline analysis of historical cohorts from the same colleges and across each of the project’s defined pathways.

Key Equity Gap(s) to be addressed:

Disparities in enrollment, retention, completion, and placement among Female, Black, and economically disadvantaged students in Advanced Manufacturing and Nursing will be identified. The project will improve equity gaps across rural and medically underserved communities.

Context:

All three colleges are members of the South Carolina Technical College System, composed of 16 technical and community colleges that work together to provide quality education and promote economic development across the state. Each of the three colleges provides a key entry point into higher education for low-income, first-generation, and other non-traditional students.

#### Stage of Development with Resources /Inputs

Pathways are defined by project personnel; employment partners are identified; students are being enrolled in eligible programs; eligible project participants are being identified; the SQL project database has been created and is functional.

#### Activities:

The project will incorporate the following activities to achieve project objectives:

- Expand and modularize existing credit curriculum for continuing education adaptation to create and expand career pathways and increase participation;
- Leverage and expand existing Nursing career ladder options to develop flexible course delivery methods utilizing online and hybrid formats; provide accessible training for industry, K-12 and rural communities;
- Create accelerated articulation pathways and career maps for Advanced Manufacturing and Nursing CE and K-12 CTE; use Prior Learning Assessments (PLA) to accelerate participants' progress;
- Create mobile Advanced Manufacturing training labs at each college to reach rural Manufacturing participants; and
- Use grant-funded personnel to leverage existing career ladders to expand access and increase participation of underrepresented groups in Advanced Manufacturing and Nursing programs (e.g. alternative class, lab, and clinical times); increase formal apprenticeships and work-based learning opportunities.

#### Outputs:

Project outputs include, but are not limited to, a virtual WIC Innovation Center; pathway marketing materials, updated calendars and schedules, emergency stipends for students in need; expanded industry online and face-to-face events, and other community-building activities; forty (40) online modules; awarding of industry recognized credentials; online resources and media; expanded simulation in courses; hybridized course content; and an Advanced Manufacturing Mobile Training Center for each college.

#### Outcomes:

Project outcomes include the re-enrollment of students to progress along the career ladders of the two pathways and across credit, continuing education, and K-12 Career and Technology programs; increased retention, completion, and placement of re-enrolled students; streamlined student services; flexible, accessible, and accelerated scheduling that will increase overall enrollment and completion at the colleges for years to come. The project will provide a replicable model of best practices that can be shared with other institutions and will create a new model for collaboration across continuing education and workforce regions.

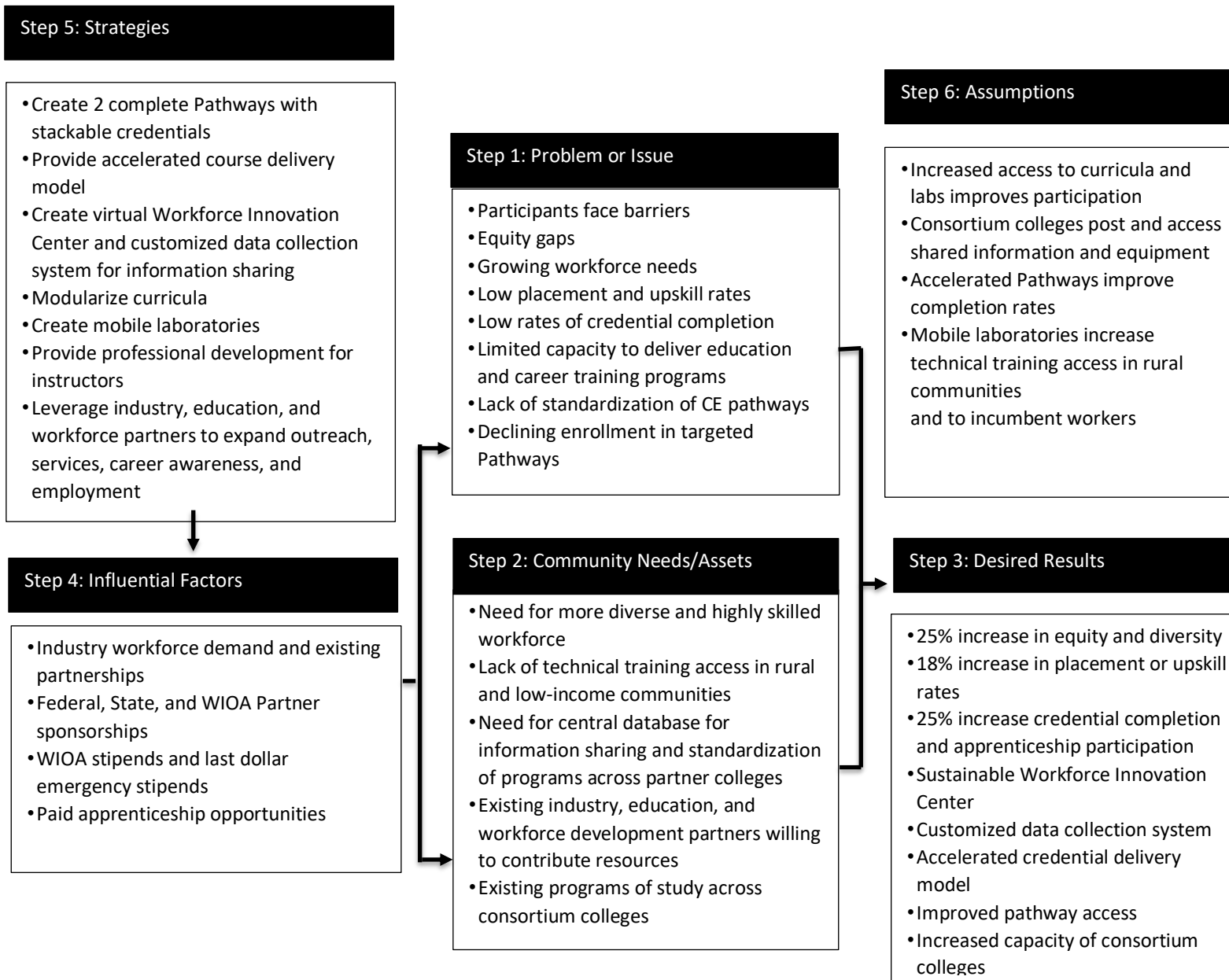
#### Logic Model and Theory of Change:

A logic model highlighting the projects inputs/leverage resources, activities, outputs, as well as short- and mid- to long-term outcomes is included below.

### Logic Model

Inputs/ Resources	Activities	Outputs	Short-Term Outcomes	Mid/Long-Term Outcomes	Impacts
<ul style="list-style-type: none"> <li>• Grant-funded personnel</li> <li>• Content in 2 high-demand credit Pathways</li> <li>• HEERF leveraged infrastructure</li> <li>• K-12 CTE</li> <li>• Adult Education</li> <li>• Faculty, Industry partners, DACUMs, advisory boards</li> <li>• Student Success Centers and services</li> <li>• Partner colleges' LMS</li> <li>• Grant-funded lab equipment</li> <li>• State-funded and Foundation scholarships</li> <li>• Grant-funded emergency stipends</li> <li>• WIOA partners and stipends</li> </ul>	<ul style="list-style-type: none"> <li>• Develop modularization plan with content experts</li> <li>• Modularize current curricula</li> <li>• Create hybrid courses</li> <li>• Provide accessible training for industry, K-12, &amp; rural communities</li> <li>• Create accelerated articulation pathways and career maps for CE &amp; K-12 CTE</li> <li>• Use PLA to accelerate participants' progress</li> <li>• Create mobile training labs to reach rural participants</li> <li>• Create virtual Center</li> <li>• Provide faculty PD</li> <li>• Recruit diverse participants</li> <li>• Increase formal apprenticeships &amp; WBL opportunities</li> <li>• Create SQL database to track participant and grant progress</li> <li>• Assess and disseminate project results</li> </ul>	<ul style="list-style-type: none"> <li>• Mobile &amp; portable training labs</li> <li>• Hybrid instruction</li> <li>• Modularized curriculum</li> <li>• 2 complete stackable K-14 Pathways</li> <li>• Industry certifications</li> <li>• Accelerated delivery model and articulation agreements for 9 occupations</li> <li>• Regional Workforce Innovation Center for information and equipment sharing</li> <li>• Customized system for data collection and analysis as a state &amp; local model</li> <li>• Participant tracking and advisement</li> </ul>	<ul style="list-style-type: none"> <li>• Partners' regional capacity to deliver career programs is expanded and improved</li> <li>• Improved access for rural communities &amp; underserved</li> <li>• 25% increase in equity among under-represented and marginalized dual credit CTE, CE, and credit participants in 2 pathways</li> <li>• 25% increase in student credential completion</li> <li>• 18% increase in job placement or upskill rates for under-represented and marginalized project participants</li> <li>• Increased capacity for workforce preparation through Workforce Innovation Center</li> </ul>	<ul style="list-style-type: none"> <li>• New workforce entrants, dislocated, unemployed and incumbent workers are better prepared for high-wage, high-skilled occupations in consortium focused sectors</li> <li>• Project serves as a capacity-building model for rural workforce partnerships</li> <li>• Additional K-12 pathway expansions, articulations, and certification are developed</li> <li>• Additional Regional Centers are created</li> <li>• Employer assessment of graduates' skills improves</li> <li>• 20% increase in number of apprenticeships and pre-apprenticeships across the project's industry sectors</li> </ul>	<ul style="list-style-type: none"> <li>• Sustainable program benefitting new entrants into the workforce, dislocated, unemployed, and incumbent workers</li> <li>• Industry high-demand workforce needs are met</li> <li>• Greater equity in recruiting and completion</li> <li>• Greater equity among workers in the local technical workforce</li> <li>• Improved lives of SC's families and communities through greater rates employment, retention and advancement</li> <li>• Greater capacity to deliver a continuum of pathway training through partnership and Regional Center</li> </ul>

## Theory of Change





## 5. EVALUATION DESIGN

### Evaluation Questions:

The evaluation plan will be guided by the following evaluation questions:

- (1) In what ways and with what results did the Workforce Innovation Center for Advanced Manufacturing and Nursing Accelerated Pathways (WIC) use of industry credentials impact student placement and upskill rates;
- (2) In what ways and with what results did the use of accelerated delivery models using media-rich hybrid courses, mobile labs, and alternative delivery times impact pathway enrollment and student engagement;
- (3) In what ways and with what results did the project impact measures of equity among the underrepresented and marginalized rural workforce dual credit, credit and non-credit participants progressing in the designated pathways;
- (4) In what ways and with what results did the project impact the equitable completion of work-ready credentials among rural, underrepresented and marginalized sub groups, including dual credit, credit and non-credit participants.

### Evaluation Design:

**Based on input from the DOL selected national evaluation consulting group, the successful vendor will be responsible for the design and execution of a longitudinal outcomes implementation evaluation plan and product.**

## DATA ANALYSIS AND INTERPRETATION

### Indicators and Success

<b>CAPACITY BUILDING OUTCOME #1</b>
<b>Capacity Building Outcome Statement 1:</b> Improve placement rates and upskill rates by 18% among the project's participants and disaggregated subgroups by creating two expanded Advanced Manufacturing and Nursing complete Pathways with stackable credentials from existing college curricula that will articulate competencies from existing K-12 dual credit CTE, to college CE offerings, and to college credit programs in nine occupations.
<b>Type or Direction of Change:</b> Increase
<b>Unit of Measurement:</b> Number of colleges participating; number of complete Pathways with stackable credentials; number of articulated K-14 college credit, CTE, and CE occupations
<b>Outcome Target:</b> The three colleges will provide a total of two complete Pathways in nine occupations with formally adopted stackable credentials, transition plans and articulation agreements with K-12 Career and Technical Education (CTE) programs, each college's Continuing Education (CE) divisions, and with recognized industry-awarded credentials. Each college will train and implement Prior Learning Assessment (PLA) coordinators and standardize PLA processes.
<b>Current State/Other Baseline:</b> The three colleges offer some stackable credentials for credit programs, but there is no standardization or formal articulation of continuing education pathways; two colleges articulate some K-12 courses, but there is no formal articulation of K-12 CTE Completer Pathways as a stackable credential; three colleges offer some industry certifications, but there is no standardization of their articulation into a credit program. This current state is applicable to both the Advanced Manufacturing and Nursing Career Pathways.
<b>Grant Funded Program(s) of Study:</b> Advanced Manufacturing Pathway: Mechatronics Technology/Multi-Skilled; Industrial Maintenance Technology (IMT); Nuclear Operations; Electronic Engineering Technology (EET)/Instrumentation; Machine Tool/Computer Numerical Control (CNC). Nursing Pathway: Patient Care Technician (PCT), EMT; LPN; RN
<b>Target Population(s):</b> Underrepresented and marginalized dual credit, continuing education and college credit participants, including new entrants into the workforce, as well as dislocated, unemployed, and incumbent workers, veterans and their spouses.
<b>Definition(s):</b> Underrepresented for this project includes African American and Hispanic students, women and men in non-traditional fields, individuals with disabilities, and those previously incarcerated (if disclosed). For the purposes of this grant, it will include veterans and military spouses.

<b>Timeframe:</b> All colleges in Years 1, 2, 3, and 4
<b>How Sustained:</b> Will be continued at the three affinity Consortium colleges with standardized resources housed at the Workforce Innovation Center ( <b>WIC</b> ); resources will be shared across the other 13 technical colleges in South Carolina and promoted for replication at the South Carolina Technical College System's Continuing Education Peer Group Meetings, the annual K-14 Education and Business Summit (June), and the South Carolina Technical Education Association annual convention (February); increased enrollment, student completion, and improved placement/employer satisfaction will drive the project's sustainability.
<b>Rationale:</b> Evidence shows that stackable credentials and certificates aligned to and within associate degrees is a sound strategy to increase student progression and completion. By organizing programs into a systematic series of certificates that build on each other, the three colleges can offer incremental milestones on the path to associate degree completion ( <i>Introduction to Stackable Credentials</i> ; <a href="https://cte.ed.gov/initiatives/stackable-credentials-tool-kit">https://cte.ed.gov/initiatives/stackable-credentials-tool-kit</a> ). The equity gap analysis conducted for the purpose of this proposal identified that African American and Latino students, as well as non-traditional students, completed programs and were subsequently placed at a lesser rate than other students. The Partners believe that the implementation of stackable credentials will improve both placement and upskill rates for underrepresented and marginalized groups.
<b>CAPACITY BUILDING OUTCOME #2</b>
<b>Capacity Building Outcome Statement 2:</b> Use technology enhanced, media-rich hybrid courses for two complete high-demand Advanced Manufacturing and Nursing Pathways across nine occupations, combined with mobile laboratories and alternative delivery times, locations, and methodologies to provide accelerated delivery models which increase participation and student engagement.
<b>Type or Direction of Change:</b> Increase
<b>Unit of Measurement:</b> Number of colleges participating; the number of technology-enhanced credit and non-credit hybrid courses used in developing modularized stackable credentials; number of enrolled participants in the new stackable credential offerings; number of mobile laboratories in use and positioned at partner sites; number of alternative and flexible nursing pathway options.
<b>Outcome Target:</b> The Consortium will increase participant access by implementing three mobile labs in Advanced Manufacturing pathways that can be driven to and set up at industry and other rural partner sites. Alternative evening, weekend, and hybrid delivery models will increase the number and diversity of participants in both pathways. The three colleges will modularize existing credit curriculum and share a minimum of 40 (ten per year) technology-enhanced non-credit hybrid courses in the designated stackable credentials across <b>WIC</b> colleges; each college's CE division will have access to the LMS for participants, as well as HEERF-funded campus virtual classrooms.
<b>Current State/Other Baseline:</b> At all three colleges credit courses only currently use the LMS; no non-credit courses use technology-enhanced hybrid courses developed by the college staff.
<b>Grant Funded Program(s) of Study:</b> Advanced Manufacturing Pathway: Mechatronics Technology/Multi-Skilled; Industrial Maintenance Technology (IMT); Nuclear Operations; Electronic Engineering Technology (EET)/Instrumentation; Machine Tool/Computer Numerical Control (CNC). Nursing Pathway: Patient Care Technician (PCT), EMT; LPN; RN
<b>Target Population(s):</b> Underrepresented and marginalized dual credit, continuing education and college credit participants, including new entrants into the workforce, as well as dislocated, unemployed, and incumbent workers, veterans and their spouses.
<b>Definition(s):</b> Hybrid courses are online, media-rich, and include a blend of online and classroom instruction. Hybrid courses give individuals opportunity to balance work, family, and school at a time, place, and/or pace that is convenient for them. It includes such things as video lectures for both concept formation and remediation, as well as adaptive measures for content mastery; modularized content will refer to existing credit courses in degree programs divided into multiple, self-contained units of instruction that can be articulated between industry credentials and non-credit stackable credentials; mobile laboratory is defined as a complete set of laboratory equipment that can be driven or set up at or in a partner facility to increase accessibility for students. Flexible and alternative delivery models are defined as alternate times and locations using hybrid delivery.
<b>Timeframe:</b> All colleges in Years 1, 2, 3, and 4
<b>How Sustained:</b> Leveraged existing technology and credit and non-credit faculty; increasing partnership participants; state Lottery Tuition Assistance and special high-demand workforce funds; partner contract training for incumbent workers; increased enrollment, student completion, and improved placement/employer satisfaction will drive the project's sustainability.
<b>Rationale:</b> Online and hybrid programming that is high quality and designed to successfully serve marginalized

groups will improve student learning outcomes; the mobile labs will assist in providing equitable access to technology in rural areas and among underrepresented and marginalized students (Anderson et al. 2021).
<b>CAPACITY BUILDING OUTCOME #3</b>
<b>Capacity Building Outcome Statement 3:</b> Leverage existing partner colleges' LMS and existing technology platforms to create a Workforce Innovation Center ( <b>WIC</b> ) and a customized data collection system for sharing and continuous improvement across all partner colleges.
<b>Type or Direction of Change:</b> Increase
<b>Unit of Measurement:</b> One unified SQL database to serve three colleges; one Workforce Innovation Center that unifies three colleges' Continuing Education Divisions into one continuum for instruction with credit-based stackable credentials for high demand jobs in two complete and articulated pathways with nine occupations.
<b>Outcome Target:</b> Program and implement an SQL relational database into a single solution that allows three college partners to track and analyze participant education by type and credential, earnings, and employment outcomes with results that can be disaggregated by race/ethnicity, gender, age, socioeconomic status, and other such characteristics; establish the project as one Workforce Innovation Center that combines two workforce development regions into a model for other workforce regions across the state and nation and to increase capacity to deliver modularized, high-demand pathway instruction with well-defined articulation.
<b>Current State/Other Baseline:</b> No such state or local database exists that unifies credit and non-credit; limited continuing education participant data is available for disaggregation and analysis; there is no platform for sharing Pathway content and faculty expertise.
<b>Grant Funded Program(s) of Study:</b> Advanced Manufacturing Pathway: Mechatronics Technology/ Multi-Skilled; Industrial Maintenance Technology (IMT); Nuclear Operations; Electronic Engineering Technology (EET)/Instrumentation; Machine Tool/Computer Numerical Control (CNC). Nursing Pathway: Patient Care Technician (PCT), EMT; LPN; RN
<b>Target Population(s):</b> Underrepresented and marginalized dual credit, continuing education and college credit participants, including new entrants into the workforce, as well as dislocated, unemployed, and incumbent workers, veterans and their spouses.
<b>Definition(s):</b> Workforce Innovation Center is a virtual presence for sharing and leveraging resources across the service area of the three colleges, as well as for delivering more state-of-the-art training for continuing education and industry credential only participants; the SQL Relational Database provides customized software to track participants across all facets of the program, from program entry/intake to completion. The platform is compatible with the three colleges' Ellucian Student Management System and allows college programmers to incorporate customized reports on both credit and non-credit participants to meet the disaggregation requirements of the grant.
<b>Timeframe:</b> All colleges in Years 1, 2, 3, and 4
<b>How Sustained:</b> Lead college will house the virtual Workforce Innovation Center and the SQL Relational Database; project will be sustained using existing technology and IT staff and with cost sharing from participant tuition and leveraged programming.
<b>Rationale:</b> Information for continuous improvement should be readily available to understand and address student enrollment patterns, persistence, and completion data (Kazis & Leasor in Brock & Slater 2021); without such data analysis, the Consortium's efforts may result in actions that "reinforce existing inequities" (Fink & Jenkins 2020, Appendix A); the Workforce Innovation Center is a sector strategy that will bring together K-12, colleges, industry, economic development, workforce development agencies, and community action groups to facilitate economic and workforce development across a 10 rural county region.
<b>EQUITY OUTCOME #1</b>
<b>Equity Outcome Statement 1:</b> Improve measures of equity in the project's rural workforce regions by 25% among underrepresented and marginalized (e.g. Female, Black, economically disadvantaged) and dual credit, continuing education and college credit participants in the Project's designated pathways.
<b>Type or Direction of Change:</b> Increase
<b>Unit of Measurement:</b> Percent of Pathway total enrollment for marginalized and underrepresented students in credit and non-credit grant offerings.
<b>Outcome Target:</b> A 25% increase of underrepresented and marginalized participants enrolled in the designated dual credit, continuing education and college credit Pathways.
<b>Current State/Other Baseline:</b> Enrollment in the designated pathways has declined: CNC has declined by over 50%; IMT has dropped by nearly 40%; Mechatronics Technology has dropped by 42%; and EET has dropped by 5%; Nuclear enrollment is up; however, only 18% of the students are Black. TDR has also decreased slightly. Enrollment has been consistently down among both female students and black students; enrollment in all of the

target programs is substantially greater among Pell recipients than non-Pell recipients. In the Nursing Pathway, minority students are disproportionately enrolled in shorter term programs that earn lower salaries, specifically Patient Care Technology and Practical Nursing rather than in Registered Nursing programs.
<b>Grant Funded Program(s) of Study:</b> Advanced Manufacturing Pathway: Mechatronics Technology/Multi-Skilled; Industrial Maintenance Technology (IMT); Nuclear Operations; Electronic Engineering Technology (EET)/Instrumentation; Machine Tool/Computer Numerical Control (CNC). Nursing Pathway: Patient Care Technician (PCT), EMT; LPN; RN
<b>Target Population(s):</b> Underrepresented and marginalized dual credit, continuing education and college credit participants, including new entrants into the workforce, as well as dislocated, unemployed, and incumbent workers, veterans and their spouses.
<b>Definition(s):</b> Enrolled is defined as participating in any Pathway program as a dual credit high school CTE student, a college Continuing Education (CE) student, or as a tradition college credit student. CE enrollment will include students enrolled to complete articulated industry credentials. Total annualized enrollment will also include both credit and non-credit participation and will be disaggregated by subgroups, pathway, participation type, etc.
<b>Timeframe:</b> All colleges in Years 1, 2, 3, and 4
<b>How Sustained:</b> State Lottery Tuition Assistance and special state high-demand pathway workforce funds to cover tuition costs; WIOA participants stipend assistance for other needs; federal PELL and South Carolina needs-based funding; partnership expansion for participating industries for contract training for incumbent workers.
<b>Rationale:</b> Understanding student enrollment patterns across programs and the extent to which such programs lead to improved opportunities for students will help improve equitable student outcomes (Kazis & Leasor in Brock & Slater 2021)
<b>EQUITY OUTCOME #2</b>
<b>Equity Outcome Statement 2:</b> Improve completion of work-ready credentials, including licensure and certifications and participation in apprenticeships and pre-apprenticeships, by 25% among credit, continuing education, and dual credit participants and disaggregated subgroups.
<b>Type or Direction of Change:</b> Increase
<b>Unit of Measurement:</b> Percent of Pathway total enrollment who complete their enrolled credential, disaggregated for marginalized and underrepresented students in dual credit, credit and non-credit grant offerings.
<b>Outcome Target:</b> Student credential completion will increase among underrepresented and marginalized groups by 25% across dual credit, credit, and continuing education participants.
<b>Current State/Other Baseline:</b> A three-year average indicates that 88% of CNC program completers have been male; over 93% of EET completers have been male; nearly 95% of IMT completers have been male; over 87% of Mechatronics Technology completers have been male; over 97% of LPN completers have been female; over 95% of Patient Care Technician completers have been female. For RN, only 19% of completers were Black. Significant completion rate disparities exist for Black students in Mechatronics, IMT, CNC, and EET, and Nursing; there is higher completion of minority students in the lower paid Nursing pathway programs. Only 16% of Nuclear program completers were Black.
<b>Grant Funded Program(s) of Study:</b> Advanced Manufacturing Pathway: Mechatronics Technology/ Multi-Skilled; Industrial Maintenance Technology (IMT); Nuclear Operations; Electronic Engineering Technology (EET)/Instrumentation; Machine Tool/Computer Numerical Control (CNC). Nursing Pathway: Patient Care Technician (PCT), EMT; LPN; RN
<b>Target Population(s):</b> Underrepresented and marginalized dual credit, continuing education and college credit participants, including new entrants into the workforce, as well as dislocated, unemployed, and incumbent workers, veterans and their spouses.
<b>Definition(s):</b> Completion is the number of students annually who enroll and complete a credential or Program of Study on time, within 150% or 200%, of program time.
<b>Timeframe:</b> All colleges in Years 1, 2, 3, and 4
<b>How Sustained:</b> The grant funding will provide a solution for sound data collection and analysis that will continue within the services provided by the Workforce Innovation Center and will be institutionalized within each college's Institution Effectiveness Office. The reporting system will inform state-level practice; the Center will continue to expand Pathway activities and partnerships through tuition- driven structures and increased student participation within each college.
<b>Rationale:</b> The comprehensive systems changes included in the grant and its activities and their focus on changing practice, removing barriers, and providing access with the help of partners, funding, and institutions will result in positive completion improvement (Bernstein & Matin-Caughey 2017). These changes will also help to change the

dynamic in healthcare programs where students who are in short-term or non-credit programs are currently more likely to be of color, low-income, and older, and are less likely to progress into PN and RN Nursing programs (ESG 2020, Appendix B).

Analysis:

The external evaluators will compare project activities and progress to the timeline in the proposal. Qualitative methods for interpreting results include document review, observation and photography of facilities and equipment, and interviews and focus groups with those impacted by project changes, with associated protocols and synthesis of findings.

Quantitative methods include data collection with analysis of student surveys, enrollment, re-enrollment, fall-to-fall retention, completion, and placement data.

The following software and processes should be used for quantitative analysis:

- SurveyMonkey or similar survey product
- Excel (for capturing and analyzing data)
- A qualitative data analysis tool like NVivo (for analysis of interview and open-ended survey questions, when needed)

**DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Piedmont Technical College  
620 N. Emerald Road  
Greenwood, SC 29646**

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

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

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

**Proposal Requirements**

All proposals must be complete and carefully worded and must convey all of the information requested in the above section in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the College and the College alone will be the judge as to whether that variance is significant enough to consider the proposal nonresponsive and therefore not considered for award.

In order for the College to consider your proposal, you must submit, at a minimum, the following information, in the listed format:

Section I - Introduction

- A. Header Page of this solicitation or subsequent amendment – Page 1 of Offeror
- B. Page two of this solicitation or subsequent amendment – Page 2 of Offeror
- C. Acknowledgement of subsequent amendments – Page 2 of Offer
- D. Introductory cover letter, to include:
  - Offeror's location, principal place of business, and, if different, the anticipated place of performance of the proposed services.
  - Summary of the Offeror's ability to perform the services described herein, general history and experience of the consultant in providing work of similar size and scope and a statement that the offeror is willing to perform those services and enter into a contract with Piedmont Technical College. This letter should be signed by an individual having the authority to commit the offeror to a contract.
  - Statement that offeror has the ability to meet with Project Director upon request during the contract period.

## Section II – Technical Proposal

The technical proposal will be reviewed and evaluated by a panel of personnel assigned to the administration of the employed staff at Piedmont Technical College and/or the partner colleges. The topics to be included in the technical proposal are:

- A. Resume detailing your experience working with grant evaluation programs similar in scope, size and or discipline to those listed in the Scope of Work. Include development, evaluation principles, processes, report generation and production, and your qualifications, education, certifications, etc.
  - B. Provide an overview of Offeror's key personnel who will be involved in the rendering of services, including a description of their experience, education, and credentials. This should include a curriculum vitae or resume for each staff member.
  - C. Provide a list of grant evaluations written in the past three (3) years, including the name of the funding source, the program/grant name, the timeframe of the evaluation, and the dollar value (budget) of each grant evaluated.
  - D. Problem solving approach
  - E. Project Communication plan
  - F. Supplemental material that demonstrates or supports consultant's team approach, previous outcomes, or expected deliverables
- List of failed projects, suspensions, debarments, and significant litigation.

## Section III- Reference Review

### I. References: Attachment A

Please include contact information, including contact name, address, e-mail, and telephone numbers, name of institution for three references for whom the consultant has performed similar work in the past three years. Include a detailed, narrative statement for each describing how the services provided are similar to those requested by this solicitation, and how they differ.

## **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

## **NUMBER OF COPIES TO BE SUBMITTED**

One (1) Original hard copy marked "Original" and one (1) Redacted hard copy marked "Redacted". You may choose not to submit a redacted copy and if so, please check the appropriate box on the Cover Page. Offerors must also submit 1 copy of the bid proposal and cost proposal on a USB flash drive. **Mark all items explicitly.**

## **MINORITY PARTICIPATION (DEC 2015)**

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

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]
- (b) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

### SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled

"Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA – PROPOSALS (JAN 2006):**

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

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

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

### **DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)**

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

### **EVALUATION FACTORS -- PROPOSALS (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]

- Technical Proposal
  - Experience in evaluations of similar size and scope of this DOL project.
  - **Experience with evaluations that incorporated intervention measures related to those in the What Works Clearinghouse standards is preferred, but not required.**
  - Qualifications of account/project evaluator
- Review of References

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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



## **BANKRUPTCY - GENERAL (FEB 2015)**

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

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

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

## **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(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) the solicitation, as amended, (3) documentation of discussions [11- 35- 1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

## **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

## **DISPUTES (JAN 2006)**

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

**EQUAL OPPORTUNITY (JAN 2006)**

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

**FALSE CLAIMS (JAN 2006)**

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

**FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

**NO INDEMNITY OR DEFENSE (FEB 2015)**

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

**NOTICE (JAN 2006)**

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

**OPEN TRADE (JUN 2015)**

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

**PAYMENT and INTEREST (MODIFIED)**

- a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.
- b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."
- c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11- 35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

Invoices will be accepted throughout the contract upon receipt of deliverable and acceptance by the Vice President of Academic Affairs.

**PUBLICITY (JAN 2006)**

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

**PURCHASE ORDERS (JAN 2006)**

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

**SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

**TAXES (JAN 2006)**

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

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

**THIRD PARTY BENEFICIARY (JAN 2006)**

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

**WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

**VII. TERMS AND CONDITIONS – B. SPECIAL****CHANGES (JAN 2006)**

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
  - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
  - (b) method of shipment or packing;

- (c) place of delivery;
  - (d) description of services to be performed;
  - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
  - (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
- [07-7B025-1]

#### **COMPLIANCE WITH LAWS (JAN 2006)**

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

#### **CONFERENCE -- PRE-PERFORMANCE (JAN 2006)**

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

#### **CONTRACT LIMITATIONS (JAN 2006)**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

#### **CONTRACTOR PERSONNEL (JAN 2006)**

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

#### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

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

#### **DEFAULT (JAN 2006)**

- (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
  - (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
  - (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

- (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
- (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

#### **ILLEGAL IMMIGRATION (NOV 2008)**

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

#### **INDEMNIFICATION - THIRD PARTY CLAIMS - DISCLOSURE OF INFORMATION (FEB 2015)**

- (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not

caused in part by an Indemnatee, and whether or not such action is brought by a third party or an Indemnatee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

- (b) Indemnatee must notify contractor in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnatee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction.
- (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
- (d) "Indemnatee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

[07-7B102-1]

#### **INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)**

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

#### **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

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

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

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

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

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

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

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a- service, and hosted computer services.

[07-7B104-1]

#### **INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)**

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

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

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

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

Safeguarding means measures or controls that are prescribed to protect information. Voice means all oral information regardless of transmission protocol.

- (b) *Safeguarding Information* . Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.
- (c) *Safeguarding requirements and procedures* . Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:
- (1) Protecting information on public computers or Web sites : Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).
  - (2) Transmitting electronic information . Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

- (3) Transmitting voice and fax information . Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.
  - (4) Physical and electronic barriers . Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
  - (5) Sanitization . At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf) .
  - (6) Intrusion protection . Provide at a minimum the following protections against intrusions and compromise:
    - (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
  - (7) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
  - (8) Transfer limitations . Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.
  - (d) *Subcontracts* . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.
  - (e) *Other contractual requirements regarding the safeguarding of information* . This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.
- [07-7B105-1]

#### **INFORMATION SECURITY - LOCATION OF DATA (FEB 2015)**

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

[07-7B106-1]

#### **INFORMATION USE AND DISCLOSURE (FEB 2015)**

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

- (a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions.
- (b) *Legal mandates* . Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.
- (c) *Flow down* . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.
- (d) *Collecting Information* . Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.
- (e) *Rights, Disclosure and Use* . Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either
  - (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later



than fifteen (15) business days in advance of the disclosure.

- (f) *Return* . Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).
- (g) *Privacy Policy & Applicable Laws* . Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure - Standards.
- (h) *Actions Following Disclosure* . Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.
- (i) *Survival & Remedy* . All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause.

[07-7B108-1]

#### **INFORMATION USE AND DISCLOSURE - STANDARDS (FEB 2015)**

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

#### **LICENSES AND PERMITS (JAN 2006)**

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

#### **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

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

#### **PRICE ADJUSTMENTS (JAN 2006)**

- (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
  - (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (b) by unit prices specified in the Contract or subsequently agreed upon;
  - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
  - (d) in such other manner as the parties may mutually agree; or,
  - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

#### **PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)**

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

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

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

#### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. **The initial term of this agreement is 1years, 7months, 0days from the effective date.** Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

#### **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term.  
[07-7B250-1]

#### **TERMINATION FOR CONVENIENCE (JAN 2006)**

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve **property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.**
- (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
- (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
  - (i) contract prices for supplies or services accepted under the contract;
  - (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
  - (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
  - (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **BIDDING SCHEDULE (NOV 2007)**

See section IV. INFORMATION FOR OFFERORS TO SUBMIT

**Offerors are not required to submit a bid schedule with their proposal. The cost allotted by the grant for evaluation services is set at \$50,000 per year for four (4) years (or a four-year maximum total of \$200,000). The award will be made based on the Evaluation Factors in Section VI of this document.**

**IX. ATTACHMENTS TO SOLICITATION**

**LIST OF ATTACHMENTS [09-9002-1]**

**The following documents are attached to this solicitation:**

**A. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**

**B. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT FORM I-312 – INCOME TAX  
WITHHOLDING**

**C. OFFEROR'S CHECKLIST**

## **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: <https://dor.sc.gov/>

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at <https://dor.sc.gov/> PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov/> [09-9005-5] ,

	<p style="text-align: center;">STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE</p> <p style="text-align: center;"><b>NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING</b></p>	<p style="text-align: center;"><b>I-312</b> (Rev. 5/7/04) 3323</p>
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**The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:**

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. Hiring or Contracting with: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Receiving Rentals or Royalties From: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Beneficiary of Trusts and Estates: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

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

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

Date: \_\_\_\_\_ (Seal)

If corporate officer state title: \_\_\_\_\_

Name - Please Print \_\_\_\_\_

Mail to: (The company or individual you are contracting with)

# OFFEROR'S CHECKLIST

## *AVOID COMMON BID/PROPOSAL MISTAKES*

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE AND PAGE 2. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.

You do not need to return this checklist with your response.