

## PROTEST BOND

(Award Protest)

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

**Solicitation #:** 07-S7279-A12966

**Bond No.:** K07370003

**Bond Amount:** Eight Hundred Ninety Two Thousand Three Hundred Seven and 00/100 (\$892, 307.00)

**Principal:** Protech Solutions, Inc.  
124 West Capital, Suite 1500  
Little Rock, AR 72201

**Surety:** Westchester Fire Insurance Company  
436 Walnut Street, P.O. Box 1000  
Philadelphia, PA 19106

**Obligee/Agency:** South Carolina Department of Social Services  
1535 Confederate Ave. Extension  
Columbia, SC 29202-1520

### KNOW ALL PERSONS BY THESE PRESENTS:

Agency, acting through the Information Technology Management Office, has posted notice of its intent to award a contract regarding the Solicitation identified above.

Pursuant to Section 11-35-4210, South Carolina Code of Laws, Principal has initiated an administrative protest of the proposed award. Pursuant to Section 11-35-4215, said protest is conditioned upon the posting of a bond with the appropriate chief procurement officer.

### NOW, THEREFORE:

Principal, a Corporation organized and existing under the laws of the State of Arkansas, and Surety, a surety company organized under the laws of the State of New York, and duly authorized to do business in the State of South Carolina, are held and firmly bound unto Obligee in the penal sum of the Bond Amount stated above, for which payment Principal and Surety bind themselves and their legal representatives and successors, jointly and severally.

This bond is intended to comply with the requirements of Section 11-35-4215, and, in accordance with the provisions and requirements of said statute, it is expressly provided that:

1. The condition of this bond is that if the Principal, after completion of the administrative hearing process and any appellate court proceedings regarding the protest, pays to Obligee all reasonable reimbursement costs and charges associated with the protest, excluding attorney's fees, as adjudged against Principal pursuant to Section 11-35-4215 in a final order of the Procurement Review Panel, if the protest is denied, then the obligation shall be null and void; otherwise, it shall remain in full force and effect.


2. In no event shall the liability of the Surety exceed the penal sum stated above.

3. Upon written notification to the Surety at the address listed above that Principal has failed to pay the amount adjudged against Principal pursuant to Section 11-35-4215 in a final order of the Procurement Review Panel, the bond shall be forfeit in such amount, and Surety shall pay such amount to Obligee immediately. In the event Surety fails to pay Obligee in accordance with this paragraph, Obligee may bring an action to enforce this bond according to its terms.

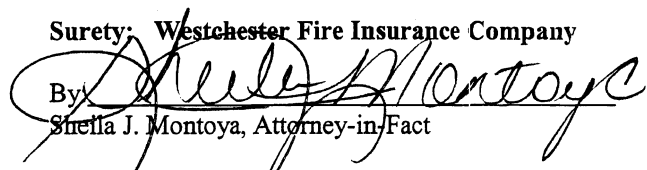
4. Principal and Surety consent to exclusive jurisdiction in any appropriate forum in South Carolina. The bond, any dispute, claim or controversy relating to the bond, and all rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed under the laws of the State of South Carolina, except its choice of law rules.

Signed and Sealed this 21st day of March, 2007.

**Principal: Protech Solutions, Inc.**

By:   
Name and Title: Shiva Duvvuru, Chief Financial Officer

**Surety: Westchester Fire Insurance Company**

By:   
Shella J. Montoya, Attorney-in-Fact

Note: (1) Bond must be accompanied by a Power of Attorney authorizing the attorney-in-fact to bind Surety. (2) Pursuant to Section 11-35-4215, Principal may request that the Procurement Review Panel allow it to recover from Agency the cost of providing the bond, if Principal prevails in the protest.

