

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



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

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

Cancellation of Award

Matter of: Bamboo Health, Inc.
File No.: 2025-206A
Posting Date: January 17, 2025
Contracting Entity: South Carolina Department of Public Health
Solicitation No.: 5400026425
Description: Prescription Monitoring Program

DIGEST

The Chief Procurement Officer (CPO) grants request to cancel a notice of intent to award a contract prior to performance where the evaluation committee evaluated and ranked proposals using criteria not included in the solicitation. The Division of Procurement Services - Agency Sourcing Section's request is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. §11-35-4315 and Reg. 19-445.2085(C). This decision is based on materials in the procurement file, testimony at the hearing, and applicable law and precedents.

BACKGROUND

On February 14, 2024, the Office of State Procurement, Division of Procurement Services (DPS) issued a solicitation on behalf of the South Carolina Department of Public Health (Department) for proposals for a prescription drug monitoring system called a Prescription

Monitoring Program (PM).¹ [Exhibit B] DPS subsequently issued four amendments to the solicitation, publishing the last on March 11, 2024. [Exhibit C] By the deadline for receipt of proposals, DPS received three proposals. [Exhibit D]

Per the solicitation, the evaluation was conducted in two phases. Phase one was the evaluation of the technical and price proposals. After phase one, only those “Offerors with a mathematical possibility of being the highest ranked Offeror” would advance to the phase two evaluation of demonstrations.

After phase one evaluations, only Leap Orbit LLC (Leap Orbit) and Bamboo Health, Inc. (Bamboo), advanced to the phase two evaluation. After phases one and two, an evaluation panel consisting of five members ranked Bamboo’s proposal as the most advantageous to the State.² [Exhibit E] On October 11, 2024, the procurement manager posted a notice of intent to award a contract to Bamboo. [Exhibit F] On October 25, 2024, after timely filing a notice of intent to protest, Leap Orbit protested alleging “three of the evaluators showed serious and material violations of the RFP, law and policies regarding evaluations, and their reasons for scoring contained false assertions about the vendors, which were not contained in the proposals being evaluated.” During the CPO’s administrative review of Leap Orbit’s protest, the Procurement Director - Health & Other Agencies, the section in the Division of Procurement Services responsible for conducting this procurement requested that the CPO cancel the intended award of a contract to Bamboo.

DISCUSSION

This solicitation used the competitive sealed proposal source selection method per Section 11-35-1530. This Section states:

Competitive sealed proposals.

¹ The solicitation was issued on behalf of the Department of Health and Environmental Control (DHEC). The General Assembly passed legislation in 2023 splitting DHEC into two new agencies one of which is the Department of Public Health.

² Bamboo is the incumbent contractor.

(5) Evaluation Factors. The request for proposals must state the relative importance of the factors to be considered in evaluating proposals but may not require a numerical weighting for each factor. Price may, but need not, be an evaluation factor.

Per this requirement, the solicitation included the evaluation criteria that evaluators would use to evaluate and rank proposals in the order of relative importance. They were:

PHASE ONE (I)

Technical Proposal **Total possible points (55)**

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

Price/Proposal: **Total possible points (25)**

See Section VIII. Price / Proposal.

PHASE TWO (II)

Demonstration and Review **Total possible points (20)³**

[Exhibit B pp. 19, 20, and 60]

Though the solicitation included a section on offeror qualifications and experience, this was not an evaluation criterion.

With respect to the evaluation process, Section 11-35-1530(7) states:

Selection and Ranking. Proposals must be **evaluated using only the criteria stated in the request for proposals** and there must be adherence to weightings that have been assigned previously. Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the State, **considering only the evaluation factors stated in the request for proposals.**

[emphasis supplied]

Despite the requirements of the Procurement Code, written instructions to evaluators, and the solicitation, a review of each evaluator's comments reveals that the evaluators considered offeror

³ The solicitation included instructions for demonstrations and a Draft Vendor Demonstration Script. By the terms of the solicitation, the demonstrations were to demonstrate the technical solution(s). Therefore, the technical solution(s) was worth 75 points, 55 from the Phase I evaluation and a further 20 from the Phase II evaluation.

qualifications and experience and other criteria, such as risk mitigation, not identified in the solicitation when evaluating and ranking proposals during the evaluation.

Evaluator #3 divided the Technical Proposal evaluation into three criteria not indicated in the solicitation or instructions to the selection committee. Respecting Bamboo, Evaluator 3 submitted the following:

Score:

Score Indicators	Total Possible Points Possible	Total Points Awarded	Explanation
Executive summary and detailed explanation of proposed system(s) – technical/proposal/implementation/maintenance	35	35	
Qualifications and experience	10	10	Assigned this in a rank order based on which company has the most experience. (lowest experience: 3; medium experience: 5; highest experience: 10)
Risk mitigation plan	10	10	

Respecting Leap Orbit, Evaluator 3 submitted the following:

Score:

Score Indicators	Total Possible Points Possible	Total Points Awarded	Explanation
Executive summary and detailed explanation of proposed system(s) – technical/proposal/implementation/maintenance	35	20	Concerned that opioid antidote administration into a patient report has not yet been developed. I know what an undertaking this can be and there is no specified timeline. Additionally, it is unclear what type of live data stream would be available for analysis.
Qualifications and experience	10	5	Assigned this in a rank order based on which company has the most experience. (lowest experience: 3; medium experience: 5; highest experience: 10)
Risk mitigation plan	10	10	

In her Phase I evaluation, Evaluator #1 stated the following regarding Leap Orbit:

Only 2 of the 4 customers have full solutions – 1 is currently rolling out and 1 only does data collection for homegrown system – both other solutions use RxCheck hub – don’t directly have solution that primarily uses PMPi hub

At a limited scope hearing, Evaluator #1 testified that this comment comes from Leap Orbit’s statement of qualifications and experience in its technical proposal, pages 121 and 122. This portion of Leap Orbits proposal was responding to the “Contractor Requirements” section in the solicitation which states:

1. Contractor shall demonstrate **at least two years of experience in the implementation and management of at least two large-scale prescription monitoring programs** as described in the scope of work. Contractor shall describe their experience as the primary contractor on other large scale projects involving data collection, database development, and web systems. The contractor shall include an organization chart and brief history of the organization, description of the experience that the organization and staff have with prescription monitoring projects and other projects that are similar in size and scope, description of the software used and the staff's experience with it.
2. Contractor shall provide curricula vitae, including qualifications and contact information, for key staff responsible for the project.
3. Contractor shall provide a minimum of three references for services related to those requested in this contract. Each reference should include the name of the organization, the mailing address, and the name, email address and telephone number of the contact person.

[emphasis supplied]

Evaluator #1 testified that because Leap Orbit met these requirements, her comments on her score sheet did not affect her score. However, the signed comment sheet states “In an effort to support my evaluation of the RFP, I hereby provide the following.” In addition, the instructions the Procurement Officer provided to the evaluators for scoring states:

Documentation of Scoring — For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. ... In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning before the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. Evaluators should not include working papers, notes, or extraneous comments with the evaluation information returned to the Procurement Officer.

[highlighting provided]

Moreover, as noted by one evaluator, the evaluation was months ago. The law has long recognized that a written explanation, recorded at the time of the event, is more reliable than oral evidence influenced by the passage of time and the imperfections of human memory. 29A Am. Jur. 2d Evidence § 1078. Giving precedence to the written explanation is consistent with the purpose and policies of the Procurement Code, which seek to ensure the fair and equitable treatment of all persons dealing with the procurement system, while ensuring the quality and integrity of the procurement process. S.C. Code § 11-35-20(f) and (g). The integrity of the

process demands that when an evaluator provides written comments supporting and explaining her scores, she will not later contradict those comments months after the evaluation. To protect the integrity of the process, the CPO must conclude that Evaluator #1's comments about Leap Orbit's qualification and experience did affect her scoring of Leap Orbit's technical solution(s).

There were problematic comments by other evaluators as well. Concerning Leap Orbit, Evaluator #2 states "Company multi-acquisitions↓"; Evaluator #4 states "(-) Currently only have four (4) states they serve" and "(+) Number of Active Users – Maryland – 81,268; Nebraska – 12,063; Utah – 861; New Brunswick, Canada – 66"; and Evaluator 5 states "Local Representative is great." Concerning Bamboo, Evaluator #2 states "46 PMP programs"; Evaluator #4 states "(+) 13 years of experience, Services 46 PMP programs" and "Spent 10 years perfecting and customizing PMP."⁴

From the foregoing, it is clear that while qualifications and experience were not an evaluation criterion in the solicitation, it influenced the evaluation process and scoring of the technical solution. While Bamboo may still have been the highest ranked offeror without the inappropriate consideration of qualifications and experience or other factors not identified in the solicitation as evaluation criteria, the CPO cannot say this is the case for certain.

The Consolidated Procurement Code allows cancellation of award prior to performance in certain circumstances. Section 11-35-1520(7) states:

Correction or Withdrawal of Bids; **Cancellation of Awards.** Correction or withdrawal of inadvertently erroneous bids before or after award, or **cancellation and re award of awards or contracts, after award** but before performance, **may be permitted in accordance with regulations promulgated by the board.** After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted. After opening, bids must not be corrected or withdrawn except in accordance with the provisions

⁴ This is not exhaustive list of comments that do not appear to have anything to do with whether or not an offeror's technical solution met or exceeded the requirements of the solicitation. For example, one evaluator states that Bamboo is the "only vendor that ... maintains the integration and interstate data sharing hub that we share data through." Indeed, Leap Orbit notes in its protest that "Bamboo has an exclusive and financially opaque relationship with the National Association of Boards of Pharmacy (NABP), PMPi's nominal sponsor, to operate the PMPi hub." However, this has nothing to do with the evaluation criteria. Moreover, the evaluator's statement suggest that Bamboo is for this reason a sole source when it is not. Other vendors can and do integrate into the PMPi hub.

of this code and the regulations promulgated pursuant to it. Except as otherwise provided by regulation, **all decisions** to permit the correction or withdrawal of bids, or to **cancel awards** or contracts, **after award but before performance, must be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency.** [emphasis supplied]

Pursuant to this statute, the state adopted Regulation 19-445.2085, which states in relevant part:

C. Cancellation Of Award Prior To Performance.

After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled, **if the Chief Procurement Officer determines** in writing that:

- (1) Inadequate or **ambiguous specifications** were cited in the invitation;
- (2) Specifications have been revised;
- (3) The supplies, services, information technology, or construction being procured are no longer required;
- (4) The invitation did not provide for consideration of all factors of cost to the State, such as cost of transporting state furnished property to bidders' plants;
- (5) Bids received indicate that the needs of the State can be satisfied by a less expensive article differing from that on which the bids were invited;
- (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
- (7) Administrative error of the purchasing agency discovered prior to performance, or
- (8) **For other reasons, cancellation is clearly in the best interest of the State.**

[emphasis supplied]

While the authority to cancel awards and solicitations should be exercised carefully and sparingly, these provisions authorize the Chief Procurement to cancel an award of a contract before performance begins, when a compelling reason exists and one or more of the grounds listed in the Regulation are present. *In Re: Analytical Automation Specialists, Inc.*, Panel Case 1999-1. One of the purpose and policies of the Procurement Code is:

To ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement.

S.C. Code Ann. §11-35-20(f)

The integrity of the State’s procurement system is negatively affected, and public trust is diminished, where the evaluators uniformly violated the requirement of the Procurement Code to “consider only the evaluation factors stated in the request for proposals.” In such case, cancellation of award is clearly in the best interest of the State.

DECISION

For the reasons stated above, the CPO cancels the award to Bamboo, and remands this Procurement back to DPS to proceed in accordance with the Procurement Code.

A handwritten signature in blue ink, appearing to read "John St. C. White", is written over a horizontal line.

John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW
Written Determinations Appeal Notice (Revised July 2024)

The South Carolina Procurement Code, in Section 11-35-4410, subsection (1)(b), states:

- (1) Creation. There is hereby created the South Carolina Procurement Review Panel which shall be charged with the responsibility to review and determine de novo:
- (b) requests for review of other *written determinations, decisions, policies, and procedures* arising from or concerning the procurement of supplies, services, information technology, or construction procured in accordance with the provisions of this code and the ensuing regulations; except that a matter which could have been brought before the chief procurement officers in a timely and appropriate manner pursuant to Sections 11-35-4210, 11-35-4220, or 11-35-4230, but was not, must not be the subject of review under this paragraph. Requests for review pursuant to this paragraph must be submitted to the Procurement Review Panel in writing, setting forth the grounds, within fifteen days of the date of the written determinations, decisions, policies, and procedures.

(Emphasis added.) *See generally Protest of Three Rivers Solid Waste Authority by Chambers Development Co., Inc.*, Case Nos. 1996-4 & 1996-5, *Protest of Charleston County School District*, Case No. 1985-5, *Charleston County School Dist. v. Leatherman*, 295 S.C. 264, 368 S.E.2d 76 (Ct.App.1988).

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

FILING FEE: Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410.... Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

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

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

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

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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

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



THE DIVISION OF PROCUREMENT SERVICES

DELBERT H. SINGLETON, JR.
DIVISION DIRECTOR
(803) 734-8018

JOHN ST. C. WHITE
MATERIALS MANAGEMENT OFFICER
(803) 737-0600
FAX: (803) 737-0639

HARVEY S. PEELER, JR.
CHAIRMAN, SENATE FINANCE COMMITTEE

BRUCE W. BANNISTER
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE
EXECUTIVE DIRECTOR

January 15, 2025

Mr. John St. C. White, PE
SFAA
1201 Main St, Suite 600
Columbia, SC 29201

Re: Request to Cancel 4400035854, Prescription Monitoring Program for SCDPH

Dear Chief Procurement Officer,

The Division of Procurement Services (DPS) requests your permission to cancel an award prior to performance pursuant to Regulation 19-445.2085 (C) (7).

Background

- Intent to Award Published: October 11, 2024
- Intent to Protest Received: October 22, 2024
- Protest Received: October 24, 2024
- Limited Protest Hearing: December 5, 2024

Following the hearing and review of the Contract Folder, it became clear that evaluation of proposals was erroneous, in that Evaluators documented information that was not included in Evaluation Factors listed in Section VI of the Solicitation.

EVALUATION FACTORS – PROPOSALS (JAN 2006) – Modified states (with emphasis):

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

Evaluations will be done in a two (II) phase process with a combined possible total point of one hundred (100). Phase one (I) will consist of the technical proposal and price proposal with possible points of eighty (80). Phase two (II) will be a demonstration of the offeror's proposed solution either by a live or remote demonstration with possible points of twenty (20).

PHASE ONE (I)

Technical Proposal

Total possible points (55)

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

Price/Proposal:

Total possible points (25)

See Section VIII. Price / Proposal.

PHASE TWO (II)

Demonstration and Review

Total possible points (20)

Contrary to the evaluation factors listed above, Evaluators' justification included "Qualifications" and "Experience" of the Offerors. Pursuant to §11-35-1530 (7), "Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously."

Being that evaluation was erroneous, DPS believes that it is in the best interest of the State to cancel the award to Bamboo Health, Inc.

Please let me know if you have any questions or concerns.

Sincerely,


A handwritten signature in black ink, appearing to read 'Zach Yarbrough', written in a cursive style.

Zach Yarbrough, CAPM
Procurement Director, Health & Other Agencies
Division of Procurement Services, State Fiscal Accountability Authority

CC:

Kimber Craig, Chief Procurement Officer and Director of Agency Sourcing, SFAA
Manton Grier, Esq., Assistant General Counsel, SFAA
Tripp Clark, Procurement Directors, SCDPH

Exhibit B

	State of South Carolina Request for Proposal	Solicitation:	5400026425
		Date Issued:	2-15-2024
		Procurement Officer:	KATHY SANTANDREU
		Phone:	803-896-5304
		E-Mail Address:	ksantandreu@mmo.sc.gov
		Mailing Address:	SFAA, Div. of Procurement Services, MMO 1201 Main Street Columbia SC 29201

DESCRIPTION: **Prescription Monitoring Program**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health & Environmental Control**

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

SUBMIT OFFER BY (Opening Date/Time): **04/4/2024 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/29/2024 11:00 PM ET (23:00)** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Please see page 3. All copies required must be received no later than the opening date and time and must be labeled with the Offeror's name and solicitation number.**

CONFERENCE TYPE: **Pre-Proposal**
DATE & TIME: **02/27/2024 10:00 AM**

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

LOCATION:

Teams Meeting – details in document

AWARD &
AMENDMENTS

Award will be posted on **05/22/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 120 calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

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

Sole Proprietorship Partnership Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply**

_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

Table of Contents

SECTION_I	4
ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)	5
MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)	6
SECTION_IIA	7
DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)	7
AMENDMENTS TO SOLICITATION (JAN 2004)	8
AUTHORIZED AGENT (FEB 2015)	8
AWARD NOTIFICATION (FEB 2015)	Error!
Bookmark not defined.	
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)	9
BID ACCEPTANCE PERIOD (JAN 2004)	9
BID IN ENGLISH and DOLLARS (JAN 2004)	9
AUTHORITY AS PROCUREMENT AGENT (DEC 2015)	9
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)	9
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)	10
CODE OF LAWS AVAILABLE (JAN 2006)	11
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)	Error!
Bookmark not defined.	
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)	12
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)	12
DUTY TO INQUIRE (FEB 2015)	12
ETHICS CERTIFICATE (MAY 2008)	12
OMIT TAXES FROM PRICE (JAN 2004)	13
OPEN TRADE REPRESENTATION (JUN 2015)	13
PROTESTS (JUN 2006)	13
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)	13
PUBLIC OPENING (JAN 2004)	14
QUESTIONS FROM OFFERORS (FEB 2015)	14
REJECTION/CANCELLATION (JAN 2004)	14
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)	15
SIGNING YOUR OFFER (JAN 2004)	15
STATE OFFICE CLOSINGS (JAN 2004)	16
SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)	Error!
Bookmark not defined.	
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)	Error!
Bookmark not defined.	
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)	17
VENDOR REGISTRATION MANDATORY (JAN 2006)	17
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	18
SECTION_IIB	18
CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)	18
CONTENTS OF OFFER (RFP) (FEB 2015)	19
CLARIFICATION (NOV 2007)	Error!
Bookmark not defined.	
ON-LINE BIDDING INSTRUCTIONS (MAR 2015)	20

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)	21
PROTEST - CPO - MMO ADDRESS (JUN 2006)	21
SECTION_III	21
STATEMENT OF WORK (JUN 2007)	21
DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)	47
DELIVERY DATE -- 30 DAYS ARO (JAN 2006)	50
DELIVERY DATE -- PURCHASE ORDER (JAN 2006)	50
INSTALLATION (JAN 2006)	Error!
Bookmark not defined.	
OPERATIONAL MANUALS (JAN 2006)	50
QUALITY -- NEW (JAN 2006)	50
TRAINING (JAN 2006)	50
SECTION_IV	48
INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)	51
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)	55
MINORITY PARTICIPATION (DEC 2015)	56
SUBMITTING REDACTED OFFERS (MAR 2015)	57
SECTION_V	57
QUALIFICATIONS OF OFFEROR (MAR 2015)	57
QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)	57
QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)	58
SECTION_VI	57
AWARD CRITERIA -- PROPOSALS (JAN 2006)	59
AWARD TO ONE OFFEROR (JAN 2006)	59
COMPETITION FROM PUBLIC ENTITIES (JAN 2006)	59
DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)	59
EVALUATION FACTORS -- PROPOSALS (JAN 2006)	58
UNIT PRICE GOVERNS (JAN 2006)	60
SECTION_VIIA	61
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)	61
BANKRUPTCY - GENERAL (FEB 2015)	61
CHOICE-OF-LAW (JAN 2006)	61
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)	Error!
Bookmark not defined.	
DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	62
DISPUTES (JAN 2006)	62
EQUAL OPPORTUNITY (JAN 2006)	63
FALSE CLAIMS (JAN 2006)	63
FIXED PRICING REQUIRED (JAN 2006)	63
NO INDEMNITY OR DEFENSE (FEB 2015)	63
NOTICE (JAN 2006)	63
OPEN TRADE (JUN 2015)	63
PAYMENT and INTEREST (FEB 2015)	64
PUBLICITY (JAN 2006)	64
PURCHASE ORDERS (JAN 2006)	64
SURVIVAL OF OBLIGATIONS (JAN 2006)	65
TAXES (JAN 2006)	65

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	65
THIRD PARTY BENEFICIARY (JAN 2006)	65
WAIVER (JAN 2006)	65
SECTION_VIIB	66
CHANGES (JAN 2006)	66
CISG (JAN 2006)	67
CONFERENCE -- PRE-PERFORMANCE (JAN 2006)	67
CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)	70
DEFAULT (JAN 2006)	70
OWNERSHIP OF DATA and MATERIALS (JAN 2006)	79
PRICE ADJUSTMENTS (JAN 2006)	Error!
Bookmark not defined.	
PRICE ADJUSTMENTS	77
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)	79
SHIPPING / RISK OF LOSS (JAN 2006)	81
TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)	81
TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)	81
TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)	81
TERMINATION FOR CONVENIENCE (JAN 2006)	81
WARRANTY -- STANDARD (JAN 2006)	83
SECTION_VIII	83
BIDDING SCHEDULE (NOV 2007)	93
PRICE PROPOSAL (JAN 2006)	91
SECTION_IX	94
LIST OF ATTACHMENTS	92
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	109
OFFEROR'S CHECKLIST (JUN 2007)	114

****IMPORTANT INFORMATION FOR ALL OFFERORS****

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, you must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. Even if you are registered in the old procurement system, you must still register or update your information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor userid and password. The Offeror must keep this information current or you will not be able to submit future bids.

OFFERORS ENCOUNTERING REGISTRATION OR SYSTEM PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001

Monday – Friday 8:00 AM – 4:30 PM

SCEIS Service Desk Vendor Ticket Form

Additional vendor instructions concerning submitting offers can be found at:

<http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.phtm>

Note: Please do not wait until the last minute to submit your solicitation response. Give yourself enough time in case you run into any issues.

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation.

1. The original solicitation response (including cost/price) and a redacted copy (marked redacted) of the same proposal should be submitted on-line and is the official response.
2. Offerors should attach all requested documents to their response in the online system. These documents can be attached under the “My Notes” tab in the online system either on the main response page or under the necessary line item. **If submitting multiple attachments label them clearly.**

In addition to your online submission, please submit the following copies of your solicitation response **(all items must be labeled with your company name, solicitation number and solicitation title):**

ALL COPIES (ONLINE AND USB) MUST BE IDENTICAL (SAME PAGINATION, SAME INFORMATION, SAME ORDER, ETC)

Qty. 1 **(one)** USB drive copy of the RFP response. USB drive will have only 4 (four) **files**:

- Your first file will be your Technical Proposal
- Your second file will be your Price Proposal (in excel format – do not save as PDF)
- Your third file will be a **redacted** * Technical Proposal
- Your fourth file will be a **redacted** * Price Proposal (in excel format – do not save as PDF)

***Note:** Redacted copies must reflect the same pagination of the **original** and show the empty space (or blacked out sections) from which information was redacted. If a redacted copy is not submitted and we receive a FOIA request, we will have to release your proposal response as is. Your entire response cannot

be redacted. Pricing cannot be redacted (if you use formulas or pricing structures that are proprietary you can redact those, but you cannot redact the final price).

All copies must be submitted no later than the “submit offer by” date and time. Mailing or hand delivery address for the hard copies and USB drive is SFAA 1201 Main Street, Suite 600, Columbia, SC 29201 (make sure to label your box/envelope with the solicitation name, number and Attn: Kathy Santandreu).

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006) (revised)

The Office of State Procurement (OSP) is issuing this solicitation on behalf of the Department of Health and Environmental Control (DHEC), is seeking proposals from qualified sources of supply to provide a **Prescription Monitoring Program (PMP)** complying with the enclosed specifications. DHEC's Bureau of Drug Control (BDC) is tasked with providing a system that will improve the state's ability to identify and stop diversion of prescription drugs in an efficient and cost-effective manner that will not impede the appropriate medical utilization of licit controlled substances. The system must manage all aspects of data collection and analysis and make it available for access by authorized users.

House Bill 3803, enacted by the South Carolina Legislature on June 14, 2006, authorizes DHEC to establish and maintain a program to monitor the prescribing and dispensing of all Schedule II, III and IV controlled substances by professionals licensed to prescribe or dispense these substances in South Carolina. The purpose of this legislation is to improve the State's ability to identify and stop diversion of prescription drugs in an efficient and cost-effective manner that will not impede the appropriate medical utilization of licit controlled substances. S.C. Code Ann. § 44-53-1640 requires dispensers to submit to DHEC, by electronic means, information regarding each prescription dispensed for a controlled substance.

The primary function of the PMP is to provide for a central repository for all Schedule II-IV controlled substance prescriptions dispensed in South Carolina. Authorized persons may request information from this repository to assist them in identifying and deterring drug diversion, consistent with S.C. Code Ann. § 44-53-1620. Assuring confidentiality and the security of the data is a primary consideration for this program for all aspects to include data collection, transmission of requests and dissemination of reports. See S.C. Code Ann. § 44-53-1650 and 1680.

South Carolina's current PMP assists in identifying, preventing, and managing substance use and abuse by empowering prescribers and dispensers to identify patients that may be at risk for prescription drug addiction, overdose, and death.

The current PMP also aggregates and analyzes prescription information and presents visual representations of that information, as well as advanced analytic insights and risk scores to help healthcare providers provide better patient safety and outcomes.

The current South Carolina PMP has over 70 million prescription records for over 5 million unique recipients totaling 27 GB (just for the claims). The databases contain 300 GB worth of data. The database is PostgreSQL and vendor hosted.

Part III of this solicitation, Scope of Work/Specifications, outlines the features and functionality desired in a future system environment, as well as the professional services expected to be a part of implementing and providing ongoing support and maintenance of the system.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 06/3/2024 End date: 6/2/2031. 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]

The maximum contract period shall be for seven (7) years. This includes an initial three (3) year term and four (4) optional one-year renewal terms.

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.

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

DEFINITIONS – SCOPE OF WORK SPECIFIC

SC DHEC Means South Carolina Department of Health and Environmental Control.

COTS means Commercial Off-The-Shelf product whose source code is configured to meet the requirements of the customer.

MOTS means Modifiable Off –The-Shelf product whose source code can be modified or the product may be customized by the purchaser, the vendor, or another external party to meet the requirements of the customer.

PMP means the Prescription Monitoring Program managed by Drug Control, a division of DHEC.

SOFTWARE means any software provided by Contractor to DHEC under this Contract, whether or not proprietary to Contractor.

SYSTEM means unless the context indicates otherwise, “System” means the DHEC electronic business system provided under this Contract, including the Software.

TRANSPARENCY means Online query/reporting of DHEC database to render current status regarding all aspects of DHEC business (permitting, compliance, etc.).

BDC mean Bureau of Drug Control

AMENDMENTS TO SOLICITATION (JAN 2004)

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

Note: Amendments are to be returned (acknowledged) as part of your RFP submittal packet. Please do not return earlier or separately.

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]

Additional note: Any and all changes or modifications to this solicitation and resulting contracts must be issued via a change order or contract modifications exclusively by the OSP Procurement Officer. Any change or modification directed (whether verbal or in writing) from any other agency/person (including SCDHEC) will not be legally binding.

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 in excess of one hundred thousand dollars, 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 and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (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 non-responsible.

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

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

("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, to the best

of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies an explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

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 (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer***

discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015) **VERY IMPORTANT******

(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 submitted via email and received by the Procurement Officer for this solicitation no later than February 29, 2024 at 11:00 PM (ET) (23:00).

Please do not wait until the last minute to submit your questions.

Ask them as they come to you.

Email is the preferred method for submitting questions and communicating with the procurement officer, Title the "Subject Line" of your email(s): "Prescription Monitoring Program RFP 5400026425" Questions must be submitted in an easily copied format such as MS Word.

Please **DO NOT** insert your questions into tables.

Email: ksantandreu@mmo.sc.gov

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 (modified)

[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 or limited liability company, the Offer must be submitted in the corporate/LLC name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and

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

STATE OFFICE CLOSINGS (JAN 2004)

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

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

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade

secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

Important Note: Submit a redacted copy of your solicitation. Label file "redacted copy". Except for the information removed or concealed, the redacted copy **must** be identical to your original offer. The redacted copy must reflect the same pagination as the original and show the empty space (or blacked out sections) from which information was redacted. Pricing cannot be redacted.

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]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor

registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

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

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **02/27/2024 10:00 AM ET**

Location of Pre-Bid/Proposal Conference: **Teams**

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

This solicitation includes a NON-Mandatory pre-proposal conference. While attendance is not required, Offerors are strongly encouraged to call-in and participate. A main purpose of the Pre-proposal is to identify items that are in error, unclear, unduly restrictive and to validate market research.

All conference attendees must read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

Microsoft Teams meeting information:

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 261 884 257 314

Passcode: ot4pX2

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 803-454-9963,,728441321#](#)

United States, Columbia

Phone Conference ID: 728 441 321#

[Find a local number](#) | [Reset PIN](#) [Learn More](#) | [Meeting options](#)

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. Each part should be uploaded separately in SCEIS.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. **Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.**

**Note: If you have questions (for example about our terms and conditions and wanting the state to consider a change/modification/deletion) ask them during the question period. Do not submit exceptions with your offer or your offer may be deemed not responsive.*

DEMONSTRATIONS

The responsive Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase one (I) evaluations will be required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. The presentation will be made either 'in person' at **DHEC, 301 Gervais Street, Columbia, South Carolina 29201** and any travel expenses incurred by the Offeror are the Offeror's sole responsibility; or the Offeror may conduct the demonstration through a web conferencing solution such as GoToMeeting or an equivalent product. If the Offeror chooses the web conferencing solution option, the Offeror understands it may impact the presentation style and will take all potential technical issues into consideration. The time allotted per individual Offeror to present and demonstrate facts shall not exceed the times as outlined in the demonstration script (see *appendix A*). **Note that the date of May 8, 2024 and May 9, 2024 is tentatively scheduled for the demonstration. Offerors should reserve those dates. OSP will notify the responsive Offerors as quickly as possible to schedule a specific date and time.**

Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- a. The activities of the Offeror should be limited to a demonstration of the system proposed and described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. **Offeror will not be allowed or permitted to introduce new information or show products/features not included in their proposal.** Items that are "value added" and not part of the base proposal (including custom programming) must be included as such at every point that the product or feature is used, whether that use is directly in use or it supports the processes

that the application is performing. **Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.**

- b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
- c. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed solution.
- d. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, **the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.**
- e. The demonstration script will be used to assist DHEC in reviewing your response and to gauge how well your solution may meet our organizational goals and objectives. Please prepare to present the information on the items listed on the demonstration script. Additionally, if time allows, at the end of the scripted portion of the demonstration, the vendor will have the opportunity to show any additional features or functionality offerings that were not previously covered by the demonstration script; but were a part of their response.
- g. Vendor will present their demonstration in REAL TIME. The Vendor will be required to supply all components required in order to perform the demonstration if it is onsite. DHEC will provide and ensure internet connectivity and projection screen. If the demonstration is done remotely, it can be viewed on DHEC PC's.

Attendees at the live or remote demonstration session must include key members of the Offeror's proposed account management team, key technical personnel, and key subject matter experts.

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

(b) Steps for On-Line Bidding

#1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

#2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Doing Business with Us" and then "Submitting Offers."

#3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen. Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

#4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

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

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

Note: Please do not wait until the last minute to submit your solicitation response. Give yourself enough time in case you run into any issues. HELP DESK WAIT TIME CAN BE LONGER THAN EXPECTED.

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 - ITMO ADDRESS (modified)

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

(a) by email to protest-itmo@itmo.sc.gov,

(b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.

III. SCOPE OF WORK/SPECIFICATIONS

PROJECT GOAL

The project goal is the delivery of a Prescription Monitoring Program (PMP) complying with the enclosed specifications.

DESIRED OUTCOMES OF THE OVERALL PROJECT

The desired project outcome is to provide a central repository for all Schedule II-IV controlled substance prescriptions dispensed in South Carolina. The repository must be able to collect schedule V controlled substances, drugs of concern and medical marijuana should South Carolina pass legislation that these items be collected by the Prescription Monitoring Program. Authorized persons may request information from this repository to assist them in identifying and deterring drug diversion, consistent with S.C. Code Ann. § 44-53-1620. Assuring confidentiality and the security of the data is a primary responsibility consideration for this program for all aspects to include data collection, transmission of requests, and dissemination of reports. See S.C. Code Ann. § 44-53-1650 and 1680. Additionally, the repository must be able to ingest opioid antidote administration data from, but not limited to, Emergency Medical Services, first responders and healthcare facilities to display to users of the repository. See S.C. Code Ann. § 44-130-60 and 80.

AGENCY STAFFING

DHEC's BDC currently has 4 full-time employees devoted to the PMP. DHEC also has a project management team that will be available to assist with PMP implementation.

VENDOR RESOURCES

DHEC requires at a minimum a Project Manager, a Business Analyst, and a Project Coordinator.

SOLUTION & PROJECT EXECUTION

All application development will follow the state of South Carolina's "Information Systems Acquisitions, Development and Maintenance" policy.

<http://www.admin.sc.gov/files/InformationSecurityPolicy-InformationSystemsAcquisitionsDevelopment.pdf>

The vendor will work with DHEC program areas (e.g., Bureau of Drug Control, Bureau of Information Technology, Procurement, Enterprise Project Management, Information Security) to ensure the system complies with all applicable requirements. This includes but is not limited to requirements gathering, scoping, the project plan, development, testing, attestation, budget, project management, compliance, project rollout, and migration timelines.

DEVELOPMENT MILESTONES

1. Data submitters must be sent notice of the transition of the PMP by 9/1/2024.
2. Data submitters must be able to register and begin submitting test data to the PMP by 10/01/2024.
3. Data submitters must be able to submit actual patient data to the PMP by 10/31/2024.
4. PMP Administrator Site must at least enable PMP Staff to monitor data submissions by 10/24/2024.
5. All available data from the current PMP system hosted by Bamboo Health must be uploaded to the PMP by 10/01/2024.
6. Authorized Users must be able to formulate queries and obtain data from the PMP by 10/31/2024.
7. Law enforcement and Government Authorized Users must be able to formulate queries and obtain data from the PMP by 10/31/2024.

SYSTEM REQUIREMENTS

To be considered responsive for award, Offerors must be able to provide each of the following requirements at the time of the Offeror's response and throughout the term of the contract. Failure to meet any of the requirements listed below will result in the Offeror's response being deemed "non-responsive".

1. Vendor must complete and return the System Questionnaire included in Section IX of this solicitation.

Security Requirements

User account requirements

1. Enforce password requirements of:
 - a. Minimum 8-character password
 - b. Disallow username as any part of the password.
 - c. Must contain a minimum of one upper case, one lower case, one numeral and one specialty character (e.g. &, @, \$, (, *, #, ,,),_ ,+)
 - d. Password must expire minimum of once every 180 days.
 - e. Passwords cannot be reused for a minimum of 10 password change cycles.
 - f. Provide for self-service password reset.
 - g. Lock user account after 5 unsuccessful attempts
 - h. Passwords must be saved within the system/database using best practice AES-256 encryption or industry standard hashing algorithms.
2. All exchanges/validations of user id and passwords must be encrypted using minimum AES-256 encryption in transit.
3. Have unique user id/user name and password.
4. Email validation and confirmation must be used for all new user registrations.
5. Provide ability for user to unlock or reset password using a combination of security questions and email validation to ensure the identity of the user.
6. Provide the ability to change their password.
7. Be notified via the email address associated with the account for any changes of account logon information (password).
8. Be notified via email and logon prior to password expiration.
9. Automatically log user off after 15 minutes of inactivity.
10. Healthcare participants who utilized delegates are required to review and certify their delegates annually. Failure to provide delegate re-certification in the system must disable the delegates

account once the certification is past due thirty (30) days. Delegate re-certification and deactivation must occur at a minimum of once yearly.

11. Vendor must provide electronic state end user license agreements to all users upon initial log in after account approval. An electronic signature (time, date, and IP address) for agreed upon account agreements should be kept by vendor for a 6-year retention period. State EULA should be presented to end user once every 2 years.
12. Vendor must provide vendor specific end user license agreement at a minimum of once a year to all active account holders.
13. Vendor must require users to review and update their demographic information once a year on the anniversary of their account approval.

USER & ROLES MANAGEMENT

1. System administrators must have the ability to create, modify and delete user accounts.
2. System administrators must have the ability to assign/modify specific user rights and roles within the system.
3. System administrators must have the ability to create, modify and delete roles.
4. System must manage user access using role-based access in addition to the capability for granting users specific rights and access outside their standard role.
5. The system must allow user access restrictions per role. For example, for the veterinarian role, the user must be limited to view prescriptions for animals only based on species code.
6. User rights/role management should encompass rights delegation for menus, forms and fields within the system including rights to read, write and edit.

SYSTEM SECURITY

1. All network traffic (e.g. between database server and web server, between web server and browser) is encrypted using a minimum of AES-256 encryption.
2. Database, database backups and database replication instances are encrypted using minimum AES-256 encryption.
3. All system components (e.g. database server, application server, backup sites, replication sites) must reside in the contiguous United States. No data will be replicated, transmitted, or backed up outside the United States.
4. Audit logs shall be maintained for all system transactions (e.g. logon events, queries, records viewed, records submitted, account changes, record changes, source user IP address) for a minimum of six (6) years.
5. Encryption technologies are in alignment industry standard practices and technologies, use of proprietary encryption technologies is prohibited.
6. All client access will be over https, http is explicitly prohibited by the system/servers.
7. Track and maintain audit logs of logon attempts, successful and unsuccessful, to include minimum of user account identification and IP address of the source and maintain these logs for a minimum of six (6) years.
8. All web services and data exchanges are required to use a minimum AES-256 bit encryption as required by all system inquiries and transactions.
9. System and hosting facility (datacenter) must comply with Federal, State of South Carolina and DHEC privacy and security laws, regulations, and rules. Offeror must describe the extent of security measures taken to ensure that PHI is not accessed by unauthorized users and HIPAA,

CJIS and HITECH regulations are not breached. A Level III or better data center is required for the hosting and operation of this system.

10. Vendor must complete and return the Service Provider Security Assessment Questionnaire in Section IX of this solicitation.

SYSTEM COMMUNICATIONS

1. The vendor will assist DHEC with integration of DHEC's PMP data into electronic health systems, pharmacy dispensing systems, and the State's Health Information Exchange. These integrations will utilize industry standard web services and HL7 messaging.
2. The system must integrate with other applications via SOAP.
3. System must have online submission of application and document(s) interface with data from South Carolina Department of Labor, Licensing and Regulation (license verification). DHEC has a web service that is used to interface with LLR data for license verification.
4. System must interface with data from an in-house system, the SC DHEC Controlled Substance Registration (license verification), utilizing industry standard web services.
5. System must interface with the DEA database for license verification.
6. System will support and maintain connections to interstate data sharing hubs. Currently available is PMPi with future potential use for RXCheck. Must be able to maintain connectivity to all states that South Carolina currently interstate data shares with (45 states plus military health system).
7. The system shall be interoperable with PMPi to facilitate interstate data sharing of information with other state prescription monitoring programs. The system user roles shall be configured to match the user roles established by the most current version of PMPi.
8. The system shall be interoperable with PMPi to integrate PMP information into electronic health records, pharmacy management systems, and health information exchanges.
9. Ability to communicate with registered users: DHEC must have the ability to communicate information of interest to registered users of the web-based program through broadcast alerts and an information section on the home page. The registered users must be classed under specific role types and information may be sent to specific groups of users based on that role type.
10. System must provide a GIS-centric/integrated (ESRI platform), support on-site reporting, capture and sharing of event information. The product does not have to be ESRI, but the product must integrate with ESRI products via data exports (REST, etc.).
11. System must be able to interface and incorporate information from other data sets as required by legislation (i.e. naloxone administrations, medical marijuana).

DATA RETENTION AND TRANSFER OF INFORMATION

The vendor must create and maintain electronic copies of all correspondence. Each document must be identified and referenced to a specific request ID in a manner that will facilitate case reviews or appeals. The vendor must also assure that the correspondence and written notifications can be accessed in real time by DHEC.

The vendor must document receipt of each data transmission from a dispenser. All documentation must be retained by the Offeror for six (6) years. All prescription data must be purged after 6 years, rolling monthly.

BREACH AND UNAUTHORIZED DISCLOSURE NOTIFICATION

For any unauthorized access to data or breach/suspected breach of security of the collected data, the vendor must:

1. Notify DHEC immediately or no later than 24 hours by telephone or e-mail to Privacy Officer, Bureau of Drug Control, and the Chief Information Security Officer.
2. Conduct an initial investigation.
3. Confiscate and secure any evidence in conjunction with any such occurrences.
4. Provide DHEC with a written report and status of the investigation within three (3) business days of first learning of the breach.
5. Subsequently supply a written report within 7 business days outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches and time frame for completion. Assist DHEC, including testifying, in any proceedings or hearings, which may be undertaken for any security violation.
6. Vendor must work with Agency and the State of South Carolina Department of Enterprise Technology to review and address the security of the Solution and associated data, including the:
 - a. Risk analysis and management
 - b. Physical security of servers and other hardware
 - c. Disaster Recovery and Emergency Preparedness
 - d. Recovery Services

DATA MIGRATION

1. Vendor will be responsible for the migration of existing database to solution, must include past six (6) years of data including audit trails.
2. Vendor will be responsible for the migration of all active existing and deactivated users to solution (approximately 68,000).

SERVICE LEVEL AGREEMENT (SLA)

DHEC will use a four (4) point scale to set the priority of support incidents, to which the vendor and any subcontractor must conform. Incident means any interruption in service delivery. The Vendor and any subcontractor must adopt the incident severity levels as follows:

- Severity 1 – The application is unusable for normal operations in production.
- Severity 2 - The application is usable, but in some way causing disruption to normal operations.
- Severity 3 - The application is usable, but inconvenience is caused to normal operations.

- Severity 4 - Minor problems that do not directly affect normal operations.

Any scheduled downtime for periodic system maintenance will not constitute an incident. However, the Contractor is responsible for prior notification to DHEC of any system maintenance. The SLA set forth herein applies to all production environments and shall be in effect starting with system deployment. The Vendor shall be responsible for complying with SLA and shall also ensure compliance by all Subcontractors.

Severity Level	Response Time	Response Availability	Resolution Time
Level 1	Less than 15 minutes	24 hours per day, seven days per week, 365 days per year	Less than 1 hour
Level 2	Less than 30 minutes	24 hours per day, seven days per week, 365 days per year	Less than 2 hours
Level 3	Within 2 hours	Monday-Friday, 7AM-7PM	Less than 24 hours
Level 4	Within 4 hours	Monday-Friday, 7AM-7PM	Less than 5 business days

The contractor and any subcontractor must comply with the following service level statements:

Service	Measurement	SLA
Network Availability	Network communication uptime: Vendor must minimize or eliminate unscheduled network downtime to .1% or less.	> 99.9%
Network Data Availability	No Data Loss	100%
Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime must only occur during the hours of 7 PM – 4 AM and shall not exceed six (6) hours per thirty (30) calendar days. The Contractor must provide two weeks (14 calendar days) notice and approval prior to any scheduled downtime. DHEC must provide written authorization for each instance and prior consent to exceed the six (6) hours downtime set forth above.	< 6 hours each month
System Availability	All system functionality and accessibility must be maintained at 99% uptime performance levels. Contractor must	> 99%

	minimize or eliminate unscheduled network downtime to 1% or less.	
System Response Time	95% of the System's on-line transactions must be processed in one (1) second for transactions that do not change data and transmitted within a three (3) seconds response time for transactions that do change data.	> 95%
On-Time Batch Processing	Batch processing must be completed within the established batch window 99% of the time.	> 99%
Disaster Recovery	Contractor must provide recovery and continuity of operations within one (1) hour of a System/network failover	

Root Cause Analysis: Root Cause Analysis must be performed on any business-critical outage(s) or outage(s) on services when requested by DHEC. Vendor must provide its analysis within one (1) week of outage(s) and provide a recommendation for resolution and any future endeavors to prevent the outage from reoccurring.

Maintenance and Support

The Vendor must provide maintenance (e.g., upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing telephone/help desk technical support problem determination and resolution, with response times as specified in this solicitation to be provided by personnel located within the United States. The Vendor must provide to DHEC all generally publicly available improvements and additions to the functionality, as well as new functions, of the solution, and provide maintenance services.

The Vendor must maintain the solution so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the Vendor, including specifications for the performance of all improved or modified versions of the solution. The Vendor must provide for any upgrades to the solutions components.

The Vendor must detect and correct errors in: the solution, the Vendor's documentation of the system, implementation of all program changes, solution configuration, new releases/updates, upgrades, enhancements, new versions, and implementation of additional programs provided under this Contract discovered by DHEC or otherwise made known to the Vendor.

The Vendor must respond to inquiries regarding the use and functionality of the solution as incidents are encountered by users. The Vendor must provide all services necessary to assist in maintaining the solution operational uptime and recovery from failures. The Vendor must proactively monitor the system including, but not limited to, monitoring failures in batch processing and schedules, back-up

processes and recovery, system operations, and performance. This support must include any corrections to existing functionality after final acceptance.

Scheduled Maintenance: Vendor must perform routine maintenance on a regular basis. The maintenance must be within the agreed SLA. The maintenance must be performed outside normal business hours and must not exceed SLA, as described herein, unless otherwise approved by DHEC.

Emergency Maintenance: Vendor may need to perform emergency maintenance. The Vendor must provide DHEC with notice of emergency maintenance as soon as reasonably possible. The Vendor must provide emergency maintenance services to correct code problems, or any performance or operational problems related to the design or coding of the system software, system functioning or interfaces on a twenty-four (24) hour, seven (7) days a week, 365 days a year.

Help Desk/Customer Service:

The help desk must be located in a professional call center in the contiguous United States and provide a toll-free number and email address to resolve problems and receive information concerning data transmission and PMP access. The toll-free number must be staffed 365 days per year, 24 hours a day, 7 days a week.

Vendor must provide Level 1 Help Desk. The list of authorized DHEC personnel to call the Vendor's help desk will be provided to the Vendor. The vendor shall provide help desk/technical support personnel who shall be knowledgeable and technically trained to answer/resolve system technical support problems. When DHEC staff calls the help desk/technical support, the Vendor's technical support staff shall not place the State caller on hold for more than five (5) minutes. If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff shall call back within two (2) hours to report progress on the problem's resolution. Help desk staff shall continue, on a daily basis or other basis agreed upon between DHEC and the Vendor, to keep the DHEC staff informed on progress of the problem's resolution. The Vendor shall keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system. The log shall be made available to DHEC monthly, as well as at any other time upon request by DHEC. The log must at a minimum contain the following information:

- 1) Date and Time of call.
- 2) Name of Caller.
- 3) Caller's Organization Name.
- 4) Caller's telephone number and/or email address.
- 5) Description of Reported Problem/Complaint.
- 6) Indication of whether the problem/complaint was resolved at time of call.
- 7) Description of any follow-up investigation/resolution plans.
- 8) Assigned Case number if resolution not provided during call
- 9) Date of and Description of Final Resolution.

Late completion or failure to complete project work and deliverables may cause loss and damage to DHEC, and it would be impracticable and extremely difficult to fix the actual damage sustained as a result. Therefore, Vendor and DHEC agree that if there is late, improper completion of project work,

or failure to reach SLA after system deployment, during warranty, and during contracted maintenance and support periods, DHEC is entitled to and may collect liquidated damages as proposed by the Vendor as part of their response if the Vendor fails to remedy the late or improper completion of the work or fails to meet a SLA. The proposed amount for said damages should include maintenance and support periods and project implementation and warranty periods.

Project and warranty damages include, but are not limited to:

- Failure to make adequate progress pursuant to the agreed upon project schedule after contract award for two consecutive project schedule checkpoints.
- Failure to correct any defect covered by the warranty agreement and Service Level Agreement covered in this RFP.

Maintenance and support damages should be broken down into amounts for each of the 4 levels of severity.

Contractor recognizes that DHEC is paying the Vendor to deliver the solution and related services at the specified Service Levels. If Vendor fails to meet any Service Levels, then, in addition to other remedies available to DHEC, the Vendor shall pay or credit DHEC Service Level Credits in recognition of the diminished value of the solution and services resulting from Vendor's failure to meet the agreed upon level of performance, and not as a penalty. These service level credits shall be applied as follows:

Under no circumstances shall the imposition of Service Level Credits be construed as DHEC's sole or exclusive remedy for any failure to meet the Service Levels. However, if DHEC recovers monetary damages from Vendor for system rework efforts, the Vendor shall be entitled to set-off against such service credits as mentioned above. Service Level Credits are not counted toward and are not subject to the overall cap on Vendor's liability.

Intentionally left blank.

CONTRACTOR REQUIREMENTS

1. Contractor shall demonstrate at least two years of experience in the implementation and management of at least three large-scale prescription monitoring programs as described in the scope of work. Contractor shall describe their experience as the primary contractor on other large scale projects involving data collection, database development, and web systems. The contractor shall include an organization chart and brief history of the organization, description of the experience that the organization and staff have with prescription monitoring projects and other projects that are similar in size and scope, description of the software used and the staff's experience with it.
2. Contractor shall provide curricula vitae, including qualifications and contact information, for key staff responsible for the project.
3. Contractor shall provide a minimum of three references for services related to those requested in this contract. Each reference should include the name of the organization, the mailing address, and the name, email address and telephone number of the contact person.

SYSTEM REQUIREMENTS AND USER EXPERIENCE

1. A comprehensive system that can meet current demand and scalable to meet future demand is required to successfully manage this program, to keep response times to a minimum, and to provide continuous (24 hours a day) access to authorized users.
2. The system must allow DHEC to authenticate user registrations before providing login accounts. Users include, but are not limited to, prescribers, dispensers, delegates, regulatory, law enforcement, and certain DHEC staff. Only registered users will be allowed to request program information. The system must meet the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, in addition to common internet industry standards for privacy and security. DHEC will require role-based access, at a minimum this would include an administrator level for DHEC PMP staff, a level appropriate for dispensers/prescribers, a level appropriate for DHEC Inspectors, and a level appropriate for regulatory and law enforcement.
3. The system must permit multiple users to be on the system and in the same applications at the same time.
4. The PMP Query Site(s) must consist of a responsive design website or websites accessible via commonly used browsers (including Internet Explorer, Firefox, Chrome, and Safari) and devices, including mobile devices.
5. The PMP must include the following components at a minimum:
 - a. Administrator Site:
 - b. Query Site(s)
 - c. Dispenser Portal Site
6. Consistent look/feel, for navigation and use, among modules within system.
7. Home page branded with the State BDC information and is configurable by the State.
8. Utilize editing, coding, and validation routines to minimize data entry errors and enforce data entry consistency at a minimum: picklists, drop-down boxes, calendars.
9. Ensure name fields are in proper case (upper/lower).

10. Provide workflow, approval/review process, and tracking as a core component to all solution modules and components to have re-assignment capabilities, escalation notification, clocking, progress status, tasking, checklist, and automatic reminders.
11. Generate e-mails for notification during workflow.
12. Autofill and auto-populate NDC related data from National Drug Code Directory or DHEC approved database (<https://www.accessdata.fda.gov/scripts/cder/ndc/>).
13. Analyze prescription information from providers and pharmacies and present advanced analytic insights, risk scores, clinical indicators, and more to help authorized healthcare users to make better informed treatment decisions for their patients.
14. The system shall include a robust and ever-expanding suite of interactive pre-built dashboards, with drill-down capabilities, designed to provide administrative users easy access to answers for a multitude of questions.
15. The system shall provide a clinical alerts module which allows custom configuration of automated alerts and/or notifications for registered prescribers. When enabled, alerts should run on a schedule configured by the admin in the background delivering custom alerts and notifications (if configured) without the need for manual input from the PMP State Administrator.
 - a. Alert types shall include, but are not limited to:
 - i. Prescriber & Dispenser Thresholds
 - ii. Daily Active MME Threshold
 - iii. Opioid & Benzodiazepine Threshold
 - iv. Opioid Antidote Administration
 - b. Alert Methods shall include:
 - i. Patient alert to the prescriber within the system
 - ii. Email notification
 - iii. Letter notification
16. PMP staff must be able to create and send notices to all or any subset of Submitters or Authorized Users
17. Staff must be able to create and send notices and unsolicited Prescription History Reports to specific Authorized Users based on the results of any ad-hoc query and the following standard report:
 - a. Number of prescribers and number of pharmacies within date range
 - b. Average daily Average Daily Milligram Morphine Equivalency (MME) exceeds threshold in date range.
 - c. Types of drugs
 - d. Overlapping prescriptions
18. Compliant with Section 508 (accessible for people with disabilities)
19. Vendor must provide a data back-up solution to restore data into the application with no data loss.
20. New scanned images must be immediately viewable on the screen to ensure that the image is legible, complete, and appropriately positioned. For example, there is a requirement for all users to upload their driver's license during registration. Additionally, Law Enforcement users must upload a copy of their badge/credentials during registration.
21. Accommodate at least fifty thousand (50,000) queries per day.
22. Users may not be charged a fee to submit data to or access data from the PMP.
23. The PMP must verify the licenses of SC-licensed healthcare users every week using information in the Database. All users whose license is no longer "active" and any delegate accounts only

associated with the user must be deactivated. State Administrators must be able to identify specific accounts that should not be deactivated through this process. State Administrators must receive a weekly report of all users that were deactivated via this process.

Registration

1. The vendor will provide an online registration process to enroll prospective users. DHEC will have the option to manually approve each online application that does not meet minimum criteria as defined by DHEC with the option to modify the criteria.
2. The website(s) must allow persons to electronically register to become Authorized Users.
3. To support account documentation necessary for registration, upload capabilities are required to include workflow to ensure completion of submittal requirements. For example, there is a requirement for all users to upload their driver's license during registration. Additionally, Law Enforcement users must upload a copy of their badge/credentials during registration.
4. DHEC will require at least two different types of Online Registration:

Minimum fields for Practitioner/RPh/Delegate On-line Registration

1. First Name, Middle Name, Last Name
2. Date of Birth
3. Last 4 Digits of SSN
4. Role Type (drop down box)
5. Professional license type
6. State License Number
7. License State
8. DEA number (for practitioners only)
9. SC Controlled Substance License Number (practitioners only)
10. NPI (if applicable)
11. Specialty Type (drop down box)
12. Facility Practice Name
13. Employer DEA for pharmacist
14. Mailing Address
15. City, State, County & Zip Code
16. Phone number
17. Email Address
18. Fax
19. Security Question
20. Security Answer
21. Link to upload required documents.

Minimum fields for Law Enforcement/Regulatory On-line Registration

1. First Name, Middle Name, Last Name
2. Job Title
3. Role Type (drop down box)
4. Badge or Agency ID Number
5. Driver's License number and State
6. Date of Birth
7. Agency Name
8. Office Location Street Address

9. City, County, State, Zip
10. Area code and office telephone number
11. Area code and cell number
12. Area code and fax number
13. Email address
14. Supervisor's First Name, Last Name
15. Supervisor's Phone number
16. Supervisor's Email Address
17. Link to upload required documents.

Registration Roles:

Authorized Users must be categorized into the following roles:

1. State Administrator
2. Healthcare:
 - a. Prescriber:
 - i. Physician- MD/DO
 - ii. Military Prescriber
 - iii. Podiatrist
 - iv. Dentist
 - v. Optometrist
 - vi. Physician Assistant
 - vii. Advanced Practice Nurse Practitioner
 - viii. Out Of State Prescriber
 - ix. VA Prescriber
 - x. Veterinarian
 - xi. Prescriber – delegate – licensed
 - xii. Prescriber delegate – unlicensed
 - b. Non-Prescriber:
 - i. Pharmacist
 - ii. Out of State Pharmacist
 - iii. VA Pharmacist
 - iv. Military Pharmacist
 - v. Pharmacist Delegate- Licensed
 - vi. Pharmacist Delegate- Unlicensed
3. Law Enforcement/Prosecutorial:
 - a. Local
 - b. County
 - c. State
 - d. Federal
 - e. DHEC Inspectors
 - f. Labor, Licensing, and Regulation Inspectors
 - g. Medical Examiner/Coroner
 - h. Drug Court
 - i. Military Police
 - j. DEA
 - k. State Medicaid

I. Medicaid Fraud Unit

4. Account management will include delegate responsibilities. The system shall provide an online process by which specific user groups, as determined by DHEC, can establish delegate accounts for their agents, and further, shall provide a mechanism for the user to monitor the system activity of his or her delegates. Delegates must be linked to a master account holder by submitting a request to the master account holder for approval. Master account holders will be limited to the number of delegates allowed. DHEC will determine this number and it should be modifiable by DHEC. Delegates may be linked to more than one master account holder. If the delegate is associated with more than one master account holder, the delegate is provided with a list from which to select the master account holder when they submit a patient request. A delegate account must be re-verified by the Master account holder on an annual basis. If a Master account holder loses access to the PMP, their delegates' access will be restricted as well.
5. Ability to limit access to a minimum of these levels (Screens, Reports, Applications, Menus, Fields).

Registration Process:

The registration process for healthcare users must utilize a web service to verify SC-licensed healthcare users' information (license number, name, last four of social security number, etc.) with the Database in "real-time."

PMP must queue a registration that contains information that is not verified by the Database.

The registration process may require users to attach a driver's license to their application. The registration process must require each user to electronically sign the Account Agreement as approved by DHEC. An electronic signature can consist of a check box which auto-populates email, last name, first name, IP address, and date and time stamp for documentation purposes. All registrations must be queued for review by the State Administrators.

1. The Registration process for other Authorized Users may require the attachment of a pdf to complete the registration process.
2. Authorized Users must be issued a user name and password.
3. Authorized users will have to certify adherence to the law upon completion of any query or request for any information from the database.
4. Upon logging out, a new user may log in without having to restart the browser.
5. Authorized Users in the healthcare roles must be able to set user preferences, including the following:
 - i. Preferred method of communication for alerts
 - ii. Must have a way to contest prescriptions via a contested flag within a patient's PMP report.
- b. Default Query Output Type
 - i. Website
 - ii. PDF
 - iii. CSV
- c. Contact Information
- d. Select from the PMP Staff-selected default fields to be displayed in Prescription History Reports

- e. Pharmacists must be able to identify the pharmacy(ies) at which they work by name, address, and DEA number.
- f. Delegate Management
- g. Default States to Query
- h. Password reset.
- i. Analytics on patient prescription history

DATA SUBMISSION/COLLECTION FUNCTIONALITIES:

1. Vendor must complete and return the Business Associate Agreement in Section IX of this solicitation.
2. Collect prescription data from all dispensers daily.
3. Document receipt of each data transmission from a submitter, and acknowledgement to the dispenser/submitter for receipt of data transmission.
4. Be able to receive electronic prescription information transmitted directly from dispensers, seven days a week, and twenty-four hours per day.
5. Collect the electronic data in the American Society for Automation in Pharmacy (ASAP) 4.2B format (or latest approved version by ASAP), from dispensers to include the following: Secure FTP over SSH, Encrypted File with OpenPGP via FTP, SSL Website, XML, paper or online Universal Claims Form (UCF).
6. DHEC will provide the vendor with a list of dispensers required to report, which will include the dispensers' names and addresses. There are approximately 2,000 dispensers that may be required to report to the program. The composition of the dispensers includes approximately 600 chain pharmacies, 450 independent pharmacies, and 550 out-of-state pharmacies. An updated list of dispensers will be provided as needed to the vendor.
7. All plans and procedures for reporting data must be made in consultation with and subject to approval of DHEC.
8. Data that has passed the checks for accuracy and completeness must be accessible in the PMP as soon as possible after submission and, at most, no more than 12 hours after submission.
9. The vendor must prepare reports for DHEC at least monthly identifying dispensers that have not submitted a required report and dispensers that submitted a report, but the report was rejected.
10. Accept written paper reports on a form approved by DHEC and online UCF, provided the dispenser has been granted a waiver by DHEC.
 - a. DHEC estimates that less than five (5) percent of the dispensers may request a waiver.
 - b. Be responsible for providing a form for this purpose to the dispenser and route to DHEC for approval.
 - c. Enter data submitted on paper and/or online UCF into the data file within two (2) days of receipt.
 - d. The vendor is responsible for entering data into the system.
 - e. Less than 1% of claims are in paper form – an example of an approved DHEC approved form is provided in Appendix E
11. Dispensers under common ownership must be permitted to submit their data in a single, joint transmission, provided each dispenser is clearly identified for each prescription dispensed.

12. Responsible for monitoring that each dispenser has submitted data on the required schedule, and for notifying both the dispenser and DHEC of any failure to submit within 2 business days.
13. The system must have the capability to receive electronic controlled substance exemption forms. DHEC must have the ability to review, approve or reject all forms. These forms must be stored within the platform and must be able to have an expiration date assigned to them. Dispensers should receive notification of the forms expiration date prior to it expiring.
14. The submitter has the ability to submit for one or more dispensers.
15. Support Single-click zero reporting in the dispenser portal.
16. Allow indicator for dispensers that are exempt for daily reporting requirements. Must be able to generate a list of exempted entities.
17. The Online PMP Data Form must:
 - a. Produce a list of possible NDC numbers for a submitter to choose from when he or she enters drug details, such as name, strength and form and vice versa.
 - b. "Auto-populate" fields regarding the dispenser and prescriber upon the submitter entering either of the following pieces of information:
 - i. DEA registration number
 - ii. NPI number
18. PMP must enable approximately 2,500 submitters to submit all of the data fields to the PMP within 24 hours of dispensing a controlled substance.
19. Dispenser must be able to collect any field from the most current ASAP version and provide to the state upon request.
20. PMP must require submission of the data fields required for each record, to include at a minimum:
 - a. Dispenser Name
 - b. Dispenser DEA number or dispenser NPI number (must be DEA number if dispenser has one)
 - c. Patient last name
 - d. Patient first name
 - e. Patient address- 1
 - f. Patient city address
 - g. Patient state
 - h. Patient ZIP code
 - i. Patient DOB
 - j. Prescription number
 - k. Date written
 - l. Refills authorized
 - m. Date filled
 - n. Refill number
 - o. NDC number
 - p. Metric quantity dispensed
 - q. Estimated days supply
 - r. Method of Payment (Classification for Payment Type)
 - s. Prescriber DEA number or prescriber NPI number (must be DEA number if prescriber has one)
 - t. Prescriber last name
 - u. Prescriber first name

- v. Prescriber full address, including, city, state and ZIP code
 - w. Patient Gender
21. Veterinarian Reporting Requirements
- a. Dispenser's information
 - i. DEA registration number
 - ii. Name, address, phone number
 - b. Owner Information:
 - i. Last name
 - ii. First name
 - iii. Date of birth
 - iv. Full address, including city, state and ZIP code
 - c. Animal's Information:
 - i. Animal's name
 - ii. Date of Birth
 - d. Prescription Number
 - i. Date the prescription was written by prescriber
 - ii. Refills authorized
 - iii. Date the prescription was filled
 - iv. Refill number
 - v. NDC code for drug dispensed
 - vi. Metric quantity dispensed
 - vii. Estimated days' supply
 - e. Prescriber's Information
 - i. DEA registration number
 - ii. Name
 - iii. Full address, including, city, state and ZIP Code

DATABASE CLEANSING FUNCTIONALITIES

1. The data quality and cleansing protocols must include all of the following:
 - a. Files and records submitted comply with the ASAP 4.2 schema or the most current schema.
 - b. Records are not duplicative of records previously submitted to the PMP (suspected duplicative records must be queued for review by the Submitter in the Dispenser Portal)
 - c. Implemented and running reverification process to identify a user's credentials and deactivate accounts in which the user's licensing status has been revoked, suspended, expired, or is under interim cessation of practice.
 - d. Patient dates of birth are rational.
 - e. Ensure that the date a prescription order was written and filled are rational.
 - f. Verify and standardize the following fields: data that is not verifiable that exceeds the threshold must be identified as erroneous and queued for correction by the Submitter:
 - i Dispenser name
 - ii Dispenser DEA number or NPI number (ensure that the information corresponds to the same Dispenser)
 - iii Prescriber last name
 - iv Prescriber first name

- v Prescriber DEA number or NPI number (ensure that the information corresponds to the same prescriber)
 - vi Patient last name
 - vii Patient first name
 - viii Patient address- 1
 - ix Patient city address
 - x Patient state address
 - xi Patient ZIP code
 - xii NDC number
- g. Match and standardize the following fields: data that satisfies some requirements of automatic matching but does not meet criteria for automatic matching must be queued for review by PMP staff:
- i Match all records containing data about the same patient.
 - ii Match all records containing data about the same prescriber.
 - iii Match all records containing data about the same dispenser.
- h. Append each record with the following data:
- i Prescriber address and specialty
 - ii Dispenser address and phone number
 - iii Utilizing a monthly-updated subscription to one of the following drug information sources (or agreed upon similar source), First DataBank National Drug Data File Plus™, Medi-Span Master Drug Database®, Multum® Lexicon, or Thomson Micromedex Red Book™, append drug information to each record:
 1. Drug strength
 2. Drug dosage form
 3. DEA schedule of the drug
 4. Drug class, such as opioid, stimulant, depressant, etc.
 - iv Average Daily Milligram Morphine Equivalency (MME) of the drug using the CDC calculator (or agreed upon similar source)
 - v For the patient, prescriber, and dispenser:
 1. ZIP +4
 2. County FIPS Code
 3. Latitude
 4. Longitude
 5. Census Tract
 6. Census Block
2. The PMP must have flexible thresholds for verification, matching, standardization, and the acceptance of errors that may be monitored and changed over time in the event that industry standards change or due to legislative regulations.
3. The PMP must automatically identify any data field that cannot be standardized or cleansed as described above or is not ASAP 4.2-compliant above as erroneous and return it to the submitter for corrections.

DATA ERROR CORRECTION FUNCTIONALITIES

1. The PMP must immediately send notice via email to the submitter that submitted the data about the success or failure of each data submission attempt.

2. The PMP must immediately send notice to the submitter when data it has submitted contains errors that need to be corrected. The notice must include the specific record(s) that contain errors and indicate the specific data that is erroneous.
3. All records that do not contain errors must be loaded into the database, even if they are included as part of files that also contain records with erroneous data.
4. Records with errors must be queued for review in the Submitter's Dispenser Portal. If the records are not corrected within 3 days, they must be flagged in the queue and the PMP must send notice to the Submitter.
5. The PMP must enable submitters to correct data as simply as possible in accordance with ASAP 4.2 files or the most current ASAP version and via the Dispenser Portal.
6. State administrators must be able to monitor errors by dispenser and submitter in real time and at any time via a report.
7. State administrators must be able to "drill down" to view the records that contain data errors. State administrators need to know what the errors are.

DATABASE COLLECTION MONITORING

1. Vendor must perform data checks to ensure that the data submitted meets the accuracy and completeness threshold established by DHEC.
2. The vendor must ensure the presence of data in 100% of all the fields required by law and data in all required fields are valid, e.g., the dispensing date must be greater than the date of birth but less than or on the current date.
3. If a data file submitted by a dispenser does not meet the established threshold for accuracy and completeness of data, the vendor must be responsible for notifying the dispenser, specifying the problem with the data, and ensuring that the data is corrected and resubmitted by the dispenser. If the data is not corrected and returned by any DHEC established deadline, the vendor must report this to DHEC.
4. DHEC must have the functionality to manage the required fields associated with the uploading of data and acceptance thresholds for accuracy and completeness.
5. The PMP must maintain a complete and accurate list of Dispensers which state administrators are able to edit with all of the following information (the initial list will be provided by SC DHEC):
 - a. Dispenser name-
 - b. DEA Number(s)- verified by DEA database
 - c. SC State License Number-
 - d. Street Address-
 - e. City Address-
 - f. State Address
 - g. ZIP Code
 - h. Phone Number
 - i. Fax Number
 - j. E-Mail Address
 - k. Type of Dispenser
 - Pharmacy
 - Community
 - Hospital/Clinic
 - Other (free form text)

- i. Dispensing Practitioner
 - Physician- MD
 - Physician- DO
 - Podiatrist
 - Dentist
 - Optometrist
 - Physician Assistant
 - Advanced Practice Nurse
 - Other Prescriber

m. Person submitting data for the dispenser (either a submitter, or the dispenser itself)

n. Preferred Method of Communication for Error Reports and Compliance Issues

- E-Mail
- Fax

6. The PMP must maintain a searchable log of all attempted data submissions and data corrections, whether or not successful, by Submitter and Dispenser. The log must include the following information:

- a. Dispenser
- b. Submitter
- c. Date of Attempt
- d. Time of Attempt
- e. Number of records submitted
- f. Number of records accepted by the PMP
- g. Number of records rejected by the PMP with an indication of the reason for the rejection(s)

7. The PMP must enable State Administrators to monitor the data submission compliance of Dispensers at any time.

- a. The PMP must enable State Administrators to monitor each Dispenser's compliance with submission requirements in the law regardless of whether the Dispenser submits its own data or a Submitter submits data on the Dispenser's behalf.

8. The PMP should allow DHEC to collect and display administration of naloxone.

DATABASE LOADING FUNCTIONALITIES

1. The PMP must cleanse, validate, and load all non-erroneous data into the searchable database in real time or, alternatively, within 12 hours of the data being submitted.
2. PMP must be able to load any size file.
3. The PMP must load all records that do not contain errors and are not suspected to be duplicative.

DATABASE MANAGEMENT

1. Conversion of Drug Enforcement Agency (DEA) registration numbers: When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser are

- reported. The system must be able to convert the DEA registration numbers to prescriber and dispenser name, and address.
2. The system must be able to convert a board permit or license number, in alternative to a DEA or NPI number, to a dispenser name and address if the state begins collecting or ingesting marijuana dispensation data into the Prescription Monitoring Program.
 3. The system shall be able to convert the state assigned product code for medical marijuana products to drug name, strength, and dosage form at the point of data import if the state begins collecting or ingesting marijuana dispensation data into the Prescription Monitoring Program. The contractor shall maintain a list of state assigned product codes for marijuana products provided by the state entity responsible for product approval.
 4. Conversion of NDC (National Drug Code) numbers:
 - a. The system must be able to convert NDC numbers to drug, name, strength, controlled substance schedule and dosage form; both at the point of data import and also retrospectively upon receiving NDC number updates.
 - b. The vendor must maintain a current reference source of NDC numbers that has been approved by authorized DHEC staff.
 5. The vendor must group recipients with different variations of their first name, last name, street address, birth date, or zip code so that when a search is performed for a recipient all matching records will simultaneously display (clustering).
 6. Vendor must provide DHEC with a copy of the current PMP data set. This will include weekly data exchange by secure FTP or web services or as mutually agreed upon by both parties. The data set will be delivered in a consistent format.

QUERIES AND REPORTS

1. The system must permit a registered user to request and receive information, including automatic reports, via the Internet. Except for certain requests made by law enforcement or regulatory investigators, as determined by DHEC administration, the user would automatically receive the report without intervention by DHEC staff. This would enable users to access the system 24/7.
2. When the report does not meet the criteria for an automatic report, it must be placed in a queue for review, approval, modification, or denial of release by DHEC staff. A message informing the requestor that the request is being held for review must be sent.
3. Law enforcement will require the ability to build and request approval from DHEC for prescriber and recipient reports/queries. Email notification of pending approvals is required.
4. Include report writer for administrators to create their own ad-hoc reports to include ability to map and graph data based on any and all fields within data sets.
5. The system must allow authorized DHEC staff to search, correlate, query, and match records on all variables contained in the records in order to discover all instances in which the records of a single patient are misidentified as being the records of two or more patients.
6. Patient reports must include analyzed prescription information from providers and pharmacies and present analytic insights and risk scores to help authorized healthcare users make better informed treatment decisions for their patients. It is the responsibility of the Contractor to provide the risk score methodology – proprietary or otherwise.
7. The PMP must also accommodate additional information sources to create more holistic risk models, assessments, and alerts, for example, naloxone administrations and patient overdose data.

8. Administrators can create, modify, and delete ad-hoc reports using any system level fields within a “user friendly” intuitive graphical user interface.
9. Administrators can manage specific user and roles rights to all ad-hoc and “out of the box” reports.
10. The system should include the following reporting:
 - a. Top Ranking Reports
 - i. Top Prescribers of Controlled Substances
 - ii. Top Dispensers of controlled substances
 - iii. Top household addresses receiving controlled substances.
 - iv. Top recipients of Controlled substances
 - v. Recipients using most different pharmacies*
 - vi. Recipients using most different prescribers*
 - vii. Top controlled substances by generic name
 - viii. Top drug usage by therapeutic class
 - ix. Top drug usage by NDC

*able to change variables
 - b. Trend Review Reports (Summary by each county monthly)
 - i. RxCount
 - ii. Total Quantity
 - iii. Total Days’ Supply
 - iv. Misc. Reports
 - v. Total Number of queries by role user by month
 - vi. Total number of users per role per month
 - vii. Recipients exceeding a certain MED per user defined date range.
11. Because DHEC must have the ability to answer legislative inquiries which might require a report that would require help from the vendor to produce, they will need have the option to request at no charge ad hoc reports as necessary throughout the life of the contract. These would be static reports.
12. Vendor will assist with reports for qualified personnel for bona fide research or education; however, data elements that would reasonably identify a specific recipient, prescriber or dispenser must be deleted or redacted from such information prior to disclosure. Further, release of the information only may be made pursuant to a written agreement between qualified personnel and DHEC to ensure compliance.
13. The system must be able to identify the number of registered user requests made by user type, reports based on the registered user requests, and an audit trail, to include the IP address, of all queries made and system logins/logouts.
14. The vendor must provide reports designed to meet DHEC’s grant reporting needs.
15. DHEC PMP administrators must have the ability to view all approved reports, including requests made by law enforcement and regulatory board investigators.
16. The system must enable DHEC to perform ad hoc queries to respond to requests from other states’ primary monitoring authorities, the South Carolina Department of Health and Human Services, and licensing boards; to respond to lawful court orders; and for statistical, research or educational purposes. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system. The vendor must maintain a historical record of reports created by users and maintained for six (6) years.

17. The system must have the capability to produce automatic threshold reports. The criteria have not yet been determined and may change over time. Expected criteria may consist of number of prescriptions dispensed, number of prescribers used, number of pharmacies used and Morphine Equivalent Dose, in a designated time period. A report function for this activity is required and must allow for parameters to be changed.
18. DHEC requires a threshold report template designed by the vendor that would enable DHEC to change the parameters, independent from the vendor, for producing automatic threshold reports. The vendor will assist in defining threshold criteria.
19. Prescribers must have the ability to run a report of prescriptions issued under their DEA number as the prescriber.
20. The system must enable DHEC administrators to create unsolicited reports for practitioners and dispensers based on specific thresholds. The reports may be shared via a secure website, delivered via secure email or printed for delivery via US mail.
21. Reports should be available to verify supervisor/subordinate relationship.
22. The master account holder will be able to run reports to see whose records have been accessed by their delegates on his behalf (Search History). Additionally, the delegates will be able to run a report (Search History) to see whose records they have accessed and on behalf of which Master account.
23. The system shall produce reports to monitor compliance with mandatory use provisions for prescribers. The system will query for each prescriber, determine which patients were prescribed the selected drug(s) for the configurable duration and/or supply and were not queried in the PMP (or through EHR interoperability) by the prescriber or the prescriber's delegate within the time period configured. If statute is passed for mandatory pharmacist use, the system shall be able to monitor compliance of pharmacists.
 - a. The system shall be able to produce a configurable report on mandatory use compliance by prescriber or patient. The role or user, as selected by DHEC, should be able to be configured to receive via email or a Secure File Transfer Protocol (SFTP) an automated report which reports all healthcare providers or a configured subset of healthcare providers by role and their count of missed patients on a monthly basis. This report should be able to be drilled down to specific patient level information.

Prescriber Report:

24. Prescriber users must be able to access reports that compare their prescribing practices to their peers.
25. The reports must be interactive and allow 1-click pass-through to the specific data feeding the reports.
26. The prescriber report must provide:
 - a. a comparison of the practitioner's number of prescriptions issued per month by therapeutic class code or by specific substances to peer averages by specialty throughout the State.
 - b. a comparison of the practitioner's number of milligrams prescribed per month by therapeutic class code or by specific substances to peer averages by specialty throughout the State.
 - c. the total number of patients receiving ninety morphine milligram equivalents (MMEs) or more a day.
 - d. the total number of patients receiving opioid medications for thirty days or more.

- e. the total number of patients receiving opioids and benzodiazepines medications at the same time.
- f. the total number of patients issued prescriptions from three or more practitioners.
- g. the total number of patients filling prescriptions at three or more pharmacies.
- h. the total number of patients with controlled substance prescriptions whose dispensing dates overlap.
- i. the total number of patients obtaining refills on their prescriptions more than one week early; and
- j. the total number of prescription drug monitoring program queries made by the practitioner and a ratio of the queries to the number of patients or prescriptions issued.
- k. The report card also must provide data on the number of practitioners registered against which the comparisons of items (a) and (b) are being made and any other demographic data relating to the pool of practitioners and may include regional or nationwide prescribing comparison data that would be useful to the practitioner.

The prescriber report must place medication used for medication assisted treatment (ie buprenorphine products) into a separate category.

Query Requirements:

27. Authorized Users must be able to perform queries on and view records in the PMP through a secure website:
 - a. Healthcare Users' requests are not routed to State Administrators for approval and include the following types:
 - i. Patient Query (including multi-state query)
 - ii. Self-Query (Prescribers only)
 - b. Law Enforcement/Regulatory Users' requests are routed to State Administrators for approval, may require a PDF attachment, and include the following types:
 - i. Patient Query
 - ii. Prescriber Query
 - iii. Dispenser Query
 - c. SC DHEC Inspector requests are not routed to State Administrators for approval, have option for a PDF attachment and include the following types:
 - i. Patient Query
 - ii. Prescriber Query
 - iii. Dispenser Query
28. Authorized Healthcare Users must be able to submit bulk queries via the secure website. For example, the user could enter the required information for ten people prior to scheduled appointments or upload this information via a spreadsheet.
29. Delegates must be required to indicate for which master account each query is run. For example, a nurse delegate must not be able to run a query without indicating that they are running the query for Dr. Jones.
30. The following information must be displayed in a table, dynamic when viewed on the website, in all prescription reports but is not limited to:
 - a. Patient Name and Address
 - b. Prescriber Name, Address, Phone, and specialty
 - c. Dispenser Name, Address, and Phone
 - d. Date Prescribed

- e. Date Dispensed
 - f. Rx Number
 - g. Refills Authorized
 - h. Refill Number
 - i. Drug Name, Strength, and Dosage Form
 - j. Quantity Dispensed
 - k. Estimated Days' Supply
 - l. Average Daily MME
 - m. Payment Method Used
 - n. The state data is from when doing multi-state search
31. The following functionalities must be included as part of prescription reports:
- a. List of prescribers with contact information
 - b. List of dispensers with contact information
32. The static results of all queries must be available for review for at least 4 weeks to the user and indefinitely to State Administrators (may be archived).
33. The PMP must enable an Authorized User to perform a query based on one or more technologies, such as fuzzy logic, phonetic, soundex, or wildcards in name fields, so the system can retrieve records with spelling errors or that may not be completely standardized.
34. Authorized Healthcare Users must be able to create notices to send to other Authorized Healthcare Users. Each notice must include one or more of the following from a drop-down box. (For example, an Authorized User can create a single notice that indicates that the patient has a concerning patient prescription history because of early refills and overlapping prescriptions and that the patient is a Lock-In participant.)
- a. Concerning Patient Prescription History
 - i. Users must be prompted to further specify the reason(s) for the concern:
 - 1. History of Early Refills
 - 2. Overlapping prescriptions for same or similar drug
 - 3. Non-disclosure of other prescribers
 - 4. Suspected Unauthorized Prescribing
 - 5. Reported Pain Contract
 - 6. Lock-in Program Participant
 - 7. Other state created canned notes as determined appropriate by state administrators.
35. Each patient must have a "notice history" that lists previous notices submitted about the patient.
36. The patient's notice history must be viewable as part of the patient's report, but not printed on any printed document.
37. Authorized users must be able to create notices for State Administrators. These will be free text instead of drop- down boxes. These may only be viewable to State Administrators.
38. State Administrators must have the ability to delete notices.
39. State Administrators must be able to turn off notices.

Monthly Reports

1. Vendor must provide a monthly operational performance report and be available to review the report with the State Administrators. This report must at a minimum include:

- a. Itemized list of support and help desk incidents created including case severity, brief description, and actual response time.
- b. System availability as monitored by an automated monitoring application reported against the availability service level, including an itemized outage list.
- c. System performance response times as monitored by an automated monitoring application reported against the performance service level.
- d. Success rate of data replication activities (nightly backups, snapshots, replication, and/or data mirroring technologies) used for data restoration.
- e. Success rate of scheduled data sharing activities via system interfaces (Extract Transform Load (ETL) jobs, and/or data import or exports).
- f. Updates, patches, or enhancements deployed during the previous month.
- g. Success rate of cleansing, validating, and loading data into the database within 24 hours of receiving it from Submitters.

CHANGE OF CONTROL PROCESSES REQUIREMENTS

1. Vendor must provide Change of control Processes Requirements detailing the following:
 - a. Description of the change of control processes for transferring operational control of the proposed solution to SC DHEC or other vendor, if required in the future. Vendor should address whether it would transfer hardware and how it would transfer control of the PMP database/registry, licenses, and supporting processes to SC DHEC or other vendor.
 - b. Should DHEC rebid or terminate the contract, a “turnover” plan is appropriate and necessary. The vendor will not transfer control of its proprietary software to other parties. Vendor’s general turnover and transition methodology must also adhere to the bullets listed below.
 - Approach: An entire data-dump of the database will be provided with a statement of the format of the data and a statement of each segment’s relevance and how it should be used. No proprietary formatting will be used.
 - Tasks and sub-tasks: These include planning meetings, technical discussions, data analysis, documentation, data exchange, testing, formatting, delivery of physical documents, transfer of images, mapping from data to images, schedule establishment, and any other tasks determined as appropriate.
 - Schedules: These will be jointly decided by SC DHEC, the current vendor and the new vendor. A week’s time is sufficient for turnover.
 - Procedures: All program, documentation, and policy updates will be fully implemented for the benefit of the new vendor prior to the final turnover date.
 - Estimates: Vendor will fully disclose all services being performed, in detail, and the staffing (number and type) and computing requirements necessary to affect those services. The new vendor can estimate its requirements based on this fully disclosed information.
 - Cost: Vendor anticipates no additional costs during the turnover period

A more detailed plan will need to be developed near the end of the contract period, which will reflect the realities of the data and the processes at that point in time.

TURNOVER PLAN

Vendor must provide DHEC with a Turnover Plan upon termination by DHEC, or six (6) months prior to the expiration of this Contract.

Vendor shall prepare and deliver to DHEC a detailed Turnover Plan for their review, comment and approval within thirty (30) business days after written notice is given. The proposed plan shall describe the specific disengagement activities to be performed by the Vendor and by DHEC to transition the data to DHEC or another vendor as specified by DHEC. Vendor shall address and resolve any questions or concerns DHEC may have as to any aspect of the proposed plan and incorporate any modifications, additions or deletions as requested. Vendor's detailed plan as approved by DHEC in writing shall be deemed appended to and incorporated in the contract.

There will be no additional charges for Turnover services. As part of the Turnover Services the vendor must:

1. provide to DHEC all electronic and paper files, including archived files, at Contract end. This information should include but is not limited to desk procedures, training manuals, and instructions. The application used to access and view these files must not be proprietary and must not in any manner preclude access to the files by DHEC. DHEC reserves the right to transfer all data, desk procedures, i.e., any information that would be required to use the program, such as passwords, training materials and system instructions to any future vendors. These services are to be provided at no additional cost to DHEC or the new vendor.
2. At the conclusion of the contract, the vendor must transfer to DHEC all correspondence and notifications in a format that can be read by a standard document manager with text search capabilities (for example .pdf format) specified in advance by DHEC. The vendor must also transfer in electronic form all pertinent desk procedures, training manuals, letter templates, and instructions.

During the Turnover period, Vendor must continue to meet the Service Levels and provide the solution and services required by the contract.

DATA ACCESS

1. All data received from or stored for DHEC shall be referenced herein as “DHEC Data.” All data is owned by DHEC. Vendor understands and acknowledges that the DHEC Data is confidential and proprietary. For the limited purpose of understanding restrictions on access to DHEC Data, the Parties agree that “DHEC Data Access” shall be defined as the ability to view, retrieve, or manipulate DHEC Data within a file, database, or other repository. Vendor will be in possession of and have access to the hardware and virtual servers that house the data but should not view, retrieve or manipulate data at a readable level, such as the individual files, records or databases except as required for addressing any problems reported by DHEC and with DHEC’s authorization by email or text message.
 - a. Vendor will not utilize DHEC Data Access except as needed to perform services, with prior written authorization from DHEC;
 - b. Vendor shall not use or disclose DHEC Data for any purpose other than as stated herein; and
 - c. Vendor shall use reasonable care to protect DHEC Data and prevent the unauthorized disclosure of such data. DHEC retains all ownership rights to the Data. Vendor acquires no rights in DHEC Data.
2. Vendor shall limit DHEC Data Access to the minimum necessary to achieve the purposes of this Contract and to individual users on a need-to-know basis only. Vendor will ensure that everyone with potential DHEC Data Access has a current confidentiality agreement in place and understands the applicable security standards.
3. Vendor will not copy, replicate, or store any site or datacenter without approval by DHEC in writing.
4. Vendor will hold all data received from or stored on behalf of DHEC confidential and will not disclose DHEC Data to any person or entity except as provided by this contract. Vendor will abide by all applicable federal, state, and local privacy, confidentiality, and data security laws, regulations, and requirements as may now be or in the future may become applicable.

REQUESTS FOR INFORMATION & SUBPEONAS

Vendor will direct any request it receives for DHEC information obtained under this contract, including but not limited to a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Compliance Officer and DHEC Office of General Counsel as soon as possible, and in every case within three business days of receipt and before disclosing any DHEC information.

TRAVEL EXPENSES

As provided in this paragraph, the state will reimburse contractor for travel expenses actually incurred (for out-of-state travel) for implementation and training services provided at agency’s location in the administration of this contract. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of the contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. All travel expenses must be pre-approved by the state. Reimbursements are allowed only in accordance with the travel regulations

established for State employees. (See <http://gsa.gov/portal/category/100120> Meal costs may not exceed twenty-five (\$25) per day in S.C. and thirty-two (\$32) per day outside S.C.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

South Carolina Department of Health and Environmental Control (DHEC)
301 Gervais Street,
Columbia, SC 29201.
[03-3030-1]

DELIVERY DATE -- PURCHASE ORDER (JAN 2006)

All items shall be delivered as soon as possible, but no more than 180 days after receipt of purchase order. [03-3038-1]

OPERATIONAL MANUALS (JAN 2006)

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

TRAINING (JAN 2006) (modified)

Offeror must provide on-site training to State Administrators (primary users) in a train the trainer model.

- currently 4 employees
- at least fifteen (15) days prior to implementation date
- at a SC DHEC provided facility.
- No less than five 8 hour working days

Training must include all aspects of the PMP system to include, but not limited to, system administration, data collection, user registration, running all query types, complying with reporting requirements, accessing audit trails, running standard and ad hoc reports (daily and monthly).

DHEC training materials required for training to include no less than the administrator's manual, data submitter's manual, user's manual, and online documents and tutorials for users and data submitters.

Training and user manuals documentation must include instructions for all administrative functions (e.g. user management, password management, role/profile management, etc.).

DHEC reserves the right to review and approve any communication prior to it being distributed to Dispensers, Submitters, or Authorized Users.

The Offeror will work with DHEC to create an online tutorial for users of the system, including but not limited to registration, searches, querying the database and reporting.

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: [04-4005-1]

NOTE: To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions as stated below. At a minimum, Offerors should state each item and respond directly below the item.

CONTENT AND FORMAT OF PROPOSALS

The Offeror must cross reference its technical proposal with each requirement listed in Section III. Scope of Work/Specifications of this RFP. Your offer should include enough detail from the outline below to demonstrate an understanding of each requirement and the scope of the project. [The proposals must be organized in the order specified in this RFP.](#) A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find requirements specifically addressed in the RFP. Failure to provide information required by this RFP may result in rejection of the proposal due to non-responsiveness.

Each Offeror responding to this RFP must submit a proposal that addresses both technical and cost aspects of the project.

Technical Proposal

A. Executive Summary:

Offeror must submit a detailed explanation of their understanding of the Scope of Work and Requirements as outlined in Section III. Scope of Work/Specifications.

B. Detailed Explanation of Proposed System(s) – Technical Proposal/Implementation/Maintenance/Etc.:

Offerors must submit the required information as outlined under Section III. Scope of Work/Specifications of this RFP.

1. Offerors must provide supporting narrative describing how each of the requirements outlined and described in Section III above are met.
2. Offeror must describe the extent of security measures taken to ensure that PHI is not accessed by unauthorized users and HIPAA, CJIS and HITECH regulations are not breached.
3. Offerors must submit a draft of the proposed project plan.
4. Offerors must submit a complete draft of the proposed migration and implementation schedule (or timeline)

5. Describe all support services and guarantees offered.
 - a. Maintenance
 - b. Response times
 - c. Warranties and Guarantees (functional, performance, and quality of workmanship)
 - d. Standard Service Level Agreement (SLA)
Offerors are to propose how they will monitor the application to ensure these are met, how they will log failures, how they will be accountable (audit), and how they will compensate DHEC for any deficiencies. Offeror must explain how their proposed solution will meet or exceed the service levels outlined in this solicitation.
 - e. Provide information on your internal procedures/processes for handling outages to include monitoring, notifications, and resolution processes.
 - f. Provide information on how the customer (DHEC) reports/seeks assistance vs authorized users/data submitters/dispensers (Practitioner/Pharmacist, etc.).
6. Ownership rights to all proposed intellectual property. Provide information regarding the ownership rights to all proposed intellectual property.
7. Service Provider Security Assessment Questionnaire (Appendix B in Section IX)
8. Business Associate Agreement (Appendix C in Section IX)
9. System Questionnaire (Appendix D in Section IX)
10. The Technical Proposal must not include any price/cost information. Offeror's are to refer to Section VIII. Price / Proposal to provide price/cost information. This section is to be submitted separately. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, must be considered in the Technical Proposal (with no cost noted) so that the Contractor's understanding of the Scope of Work may be evaluated.
11. Turnover Plan - while the final details of the Turnover plan will be determined at the end of the contract period, vendor must explain their turnover plan procedures and provide a draft with response.

C. Qualifications and Experience: Provide a brief outline of your company and services offered, including:

1. Corporate Overview
 - a. Offeror Identification and Information
Provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the Offeror is incorporated or otherwise organized to do business, year in which the Offeror first (1st) organized to do business, whether the name and form of organization has changed since first (1st) organized, and Federal Employer Identification Number.

Number of employees
 - b. An overview of your business units/service lines and the products and services offered.
 - c. Products, solutions, and intellectual capital that you offer our specific industry, in particular those related to the scope of this RFP.
 - d. Provide financial stability information as listed in Section V (QUALIFICATIONS) .
2. Offeror Qualifications and Experience
 - a. The Offeror's qualifications, experience and references must provide evidence of its

depth and breadth of experience, and evidence of successful past performance with projects of this similar size of scope.

- b. Provide DHEC your customer list of previous projects/contracts of similar size and scope as described in this solicitation for a minimum of five (5) years, with the following information:
 - i. Contact name:
 - ii. Job Title:
 - iii. Governmental Entity or Business:
 - iv. Address:
 - v. Phone Number:
 - vi. Current e-mail Address:
 - vii. Brief summary of project to include in order:
 1. Size
 2. Scope
 3. Start date
 4. Completion date (if applicable)
 5. Status
 6. Outcome
 7. Brief Description
- c. Provide resumes, staff that will actually perform the work, of the implementation team to include a Project Management Professional (PMP) Certified Project Manager. No substitutions will be permitted without DHEC prior approval.
- d. Provide specific examples of the proposed staff's experience to include a list of all projects within the past five (5) years where the individual has utilized the knowledge and skills.
- e. Provide reference contact information from PMP customers who have had related Information Technology work performed by your company and/or the staff whose resumes were submitted as identified in Section IV, Information for Offerors to Submit Evaluation - Experience and Qualifications

3. Application Management Overview

Provide an overview of offeror's application management services capabilities, including:

- a. The number of years that offeror has provided PMP solutions.
- b. Examples of the types of SaaS and/or PMP applications that offeror currently supports.
- c. Examples of all technologies offeror currently supports.
- d. Citations from independent market analysts (Gartner, IDC (International Data Corporation), Forrester, etc.) regarding offeror's ability to deliver application management services.
- e. Quality Assurance: Testing plans, automated testing, test vs. production environments, QA process/methodology
- f. Ability to provide related services such as Help Desk support.
- g. Number of current, past, or on-going governmental clients for which offeror has provided PMP solutions.
 - Examples of business rules, plan review and workflow processes incorporated.

- Number of active users
 - Examples of mobile and mobile device technologies integrated.
- h. Percentage of projects successfully implemented on-time, on-budget, on-scope and within expected quality for the last five (5) years.

5. Center of Excellence Overview

Describe what offeror has done to promote excellence and distinguish itself from competition.

6. Resource Management Overview

Provide an overview of offeror's resource management practices, including:

- a. How and from where offeror recruits employees
- b. Offeror's current employee turnover rate and approach to staff retention
- c. Offeror's employee training requirements, if any
- d. The process by which offeror identifies and assigns staff to projects.
- e. The process by which offeror replaces a project staff member who resigns, is terminated, or asks/is asked to leave the project.
- f. How offeror retains critical project/customer knowledge

7. Quality and Productivity Overview

Provide an overview of offeror's approach to program/delivery quality and how clients benefit from productivity/efficiency gains, including:

- a. Certifications that offeror overall or individual delivery locations possess such as ISO (International Organization for Standardization) and CMMI (Capability Maturity Module Integration)
- b. How regularly offeror performs internal audits of projects or delivery centers (SAS70 – Statement on Auditing Standards)
 - i. Examples of how productivity/efficiency gains are identified and implemented for offeror's application management services clients.

D. Risk Mitigation Plan: Risk mitigation plan should be specific to the potential of a security breach due to faulty system design or system failure due to denial of service to the public for use due to ineffective design or scalability of the system for state wide use.

E. Additional Services (for information purposes only): Identify any additional services that may be offered to the State. These services will not be part of the evaluation but will be for informational purposes only. Additional Services may be part of the contract at the sole discretion of the State. Also, indicate the price or fee, associated with these services, if any.

The Offeror is also requested to provide details on additional features and functions, noted as value added, exclusive of the specified needs that may be requested, which may provide a value-added benefit. In the event that it is decided that such features, functions, or other considerations do provide a value-added benefit, the State reserves the right to give additional consideration to the value-added benefits.

F. Vendor Standard Terms:

Offerors should provide [all necessary agreements](#) to access and utilize any of the web-based services included in your proposal. There are certain terms and conditions, however, that may be unacceptable to the State. [Offerors should ensure not to condition their response. This includes including the following list of items in their proposed agreement prior to submission for the State's consideration:](#)

- Choice of law provisions applying the laws of any state other than the State of South Carolina
- Forum selection clauses that designate venue or jurisdiction, other than as provided by South Carolina law.
- Clauses requiring the State to indemnify, defend, or hold harmless the Offeror or any other party.
- Clauses that require binding arbitration of disputes
- Confidentiality requirements that conflict with disclosure requirements under South Carolina law, including under the SC Freedom of Information Act ([SC Code of Laws, Title 30, Chapter 4](#))
- Clauses that prevent the State's termination of any contract due to non-appropriation of funds
- Clauses that require the waiver of the State's sovereign immunity

Cost Proposal

See Section VIII

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

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of 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]

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)

[ASK QUESTIONS NOW*: If you have a properly qualified third-party report or certification, you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.]

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire, Appendix B ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. [04-4027-1]

Note:

A security assessment utilizing controls verified by a third-party assessment company will not be accepted in place of the Security Assessment Questionnaire.

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]

SUBMITTING REDACTED OFFERS (MAR 2015)

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

Have completed and maintained a Prescription Monitoring Program solution.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015) (revised)

[Submit the following information \(a thru d\)](#) 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 for the last two fiscal years (balance sheets and profit and loss statements). 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) Dun and Bradstreet number. (c) Change of Ownership. If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Offeror must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor will require notification to the State of South Carolina DHEC Procurement Manager. (d) List of failed projects, suspensions, debarments, and significant litigation ([if there weren't any provide a statement to such fact](#)). This should include:

- any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.
- a complete list of any lawsuits or pending legal actions, which affect or may affect the Offeror, which have taken place during the past twenty-four (24) months. The list should include any lawsuits where the Offeror may not be a party, but Offeror is aware that a discovery request or an issue in the lawsuit involves the solution being proposed to DHEC under this solicitation. The list should include the status and the disposition of the action.
- identify if it is or has ever been suspended/debarred from doing business with the Federal Government or any other governmental entity.

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] 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) - Modified

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

Evaluations will be done in a two (II) phase process with a combined possible total point of one hundred (100). Phase one (I) will consist of the technical proposal and price proposal with possible points of eighty (80). Phase two (II) will be a demonstration of the offeror's proposed solution either by a live or remote demonstration with possible points of twenty (20).

PHASE ONE (I)

<u>Technical Proposal</u>	<u>Total possible points (55)</u>
----------------------------------	--

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

<u>Price/Proposal:</u>	<u>Total possible points (25)</u>
-------------------------------	--

See Section VIII. Price / Proposal.

PHASE TWO (II)

<u>Demonstration and Review</u>	<u>Total possible points (20)</u>
--	--

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

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 (FEB 2015)

(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 check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

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]

Note: The State will not withhold its written approval in the event the Contractor establishes to the State's satisfaction that Contractor is required by applicable law to disclose the existence of this contract and such disclosure is limited to the minimum amount required to meet such legal obligation

PURCHASE ORDERS (modified)

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. Purchase order may not be issued on the same day the contract goes final.

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

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

CHANGES (JAN 2006)

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

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

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

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under

Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

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

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

CONFERENCE -- PRE-PERFORMANCE (JAN 2006) (revised)

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 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.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

Note: Certificate of Insurance MUST be submitted to the procurement manager no later than 10 days after contract goes final.

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

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

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

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

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

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be

provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it. (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time. (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

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

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

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

[07-7B056-2]

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

Note: Certificate of Insurance MUST be submitted to the procurement manager no later than 10 days after contract goes final.

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

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

- (i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;
 - (ii) privacy risks, including (A) failure to properly handle, manage, store, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss of, unauthorized access to, or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;
 - (iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and
 - (iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.
- (c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.
- (d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)
- (e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.
- (f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.
- (g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- (h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.
- (i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- (j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

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

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

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

CONTRACTOR'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]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

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

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this

clause).

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

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

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

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

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

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

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

for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

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

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)

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

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

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee’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. Indemnitee 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. Indemnitee may participate in contractor’s defense of any action at its own expense. Contractor may not, without Indemnitee’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 Indemnitee 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 Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee’s consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee 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) “Indemnitee” 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, portable hard drives, "thumb" drives, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

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

Voice means all oral information regardless of transmission protocol.

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

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

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

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar

communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

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

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

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

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

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

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

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

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

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

[07-7B105-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

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

INFORMATION USE AND DISCLOSURE (FEB 2015)

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

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

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

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

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

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

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

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

(h) *Actions Following Disclosure*. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and

expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use.

Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

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

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

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

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

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

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

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

LICENSES AND PERMITS (JAN 2006)

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

LIMITATION ON LIABILITY - SINGLE AGENCY

Contractor's liability for damages to any Using Governmental Unit shall not exceed 1,000,000 or an amount equal to 1,000,000 of the Aggregate Contract Price. As used in this clause, the term "Aggregate Contract Price" means the total price for the Initial Term and all Renewal Terms of this Contract. (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages. (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness,

disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security-Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure-Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor. (4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause. (5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed an amount equal to [1,000,000 or] an amount equal to [1,000,000 of] the Aggregate Contract Price. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law. (6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars.

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

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

Note: DHEC retains all ownership rights to the Data. VENDOR acquires no rights in DHEC Data. VENDOR will not disclose, share, allow access to, or make use DHEC Data for any purpose not specified within the contract.

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]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

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

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

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

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

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless contractor receives notice that the state elects not to renew the contract at least 160 days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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 160 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 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 State 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]

WARRANTIES – SOLICITATION SPECIFIC

Contractor warrants the following:

1. The solution and all components of the solution are compliant with all generally accepted industry standards.
2. The solution is free of any defect in material or the media in which it is delivered and is free of any virus, Trojan horse, spyware, malware, or other program routine designed or having the purpose or ability, whether intended or not, to erase, disable, cause an authorized disclosure of Agency data or otherwise harm SCDHEC's hardware, data, or other programs.
3. Contractor has the right to use and the right to grant use rights to the Solution to SCDHEC as set forth in this Contract as fully as if it were the owner.
4. Contractor has all rights, title, and interest in and to the Solution and, insofar as any component of the Solution is owned by a third party, Contractor has provided a complete and accurate list of all warranties from such third parties as part of its offer.

WARRANTY -- STANDARD (JAN 2006) (revised)

In addition to the other warranties required the contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VII. TERMS AND CONDITIONS -- C. Additional Special Clauses Vendor Hosting/SaaS/Cloud Hosting

DISENGAGEMENT SERVICES

Availability.

Contractor shall provide the State with Disengagement Services described in Contractor's proposal and as set forth below. Contractor shall provide the Disengagement Services to the State or its designee(s), commencing upon a request for Disengagement Services by the State, and, at the State's request, continue providing in accordance with the applicable Disengagement Plan (defined below) for the entire Disengagement Period or, if applicable, the expiration or termination of the Term.

Detailed Disengagement Plan.

Contractor shall prepare and deliver to the State a detailed Disengagement Plan for the State's review, comment and approval within thirty (30) business days after written notice from the State. The proposed detailed Disengagement Plan shall describe in detail the specific disengagement activities to be performed by Contractor, the State and/or its designee(s) to transition the contract functions to the State or its designee(s). Contractor shall address and resolve any questions or concerns the State may have as to any aspect of the proposed detailed Disengagement Plan and

incorporate any modifications, additions or deletions to such Disengagement Plan requested by the State. Contractor's detailed Disengagement Plan as approved by the State in writing shall be deemed appended to and incorporated in the contract.

Performance.

During any Disengagement Services, Contractor shall continue to meet the Service Levels and provide the System and Services at the same level and qualities as before the State's electing to commence Disengagement. Contractor shall perform the Disengagement Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it was required to provide the same or similar Services during the Term, including compliance with the Service Levels.

Rates and Charges.

To the extent the Disengagement Services requested by the State can be provided by Contractor using personnel and resources already assigned to the State without adversely affecting Contractor's ability to meet its performance obligations, there will be no additional charge to the State for such Disengagement Services. If material Disengagement Services requested by the State cannot be provided by Contractor using then assigned Contractor Personnel then in the State's discretion, either: (i) charges will be calculated at the time and materials rates in Contractor's Business Proposal and the the State approved Disengagement Plan, or (ii) assigned to the State without adversely affecting Contractor's ability to meet its performance obligations, the State, in its sole discretion, may forego or delay any work activities or temporarily or permanently adjust the work to be performed by Contractor, the schedules associated with such work or the Service Levels to permit the performance of such Disengagement Services using such personnel.

SERVICE LEVELS.

Service Levels and Other Performance Standards.

Beginning on the Commencement Date (the date the System enters live production processing for the State's first location), Contractor shall provide the System and related Services so as to meet or exceed the performance standards designated as "Service Levels" in the Service Level Agreement in Contractor's Proposal. For matters not covered by the Service Levels, Contractor shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to the documented or otherwise verifiable levels received by the State during the twelve (12) months prior to the Commencement Date, and at levels that are equal to or higher than the accepted industry standards of leading providers of similar services. The obligations in the preceding sentence shall not be construed to alter or supersede any Service Level set forth in the Service Level Agreement.

Measurement and Monitoring Tools.

Contractor shall implement and use measurement and monitoring tools and procedures commonly used in the industry requested by or approved in advance by the State and that do not require significant changes to measure and report the Service Levels at a level of detail sufficient for the State to verify compliance with the Service Levels. Contractor shall provide the State personnel

with full access to such measurement and monitoring tools and procedures upon the State 's request. Contractor acknowledges and agrees that all fees or other charges for such measurement and monitoring tools and the resource utilization associated with their use have been included in the Fees set forth in Contractor's Proposal.

Improvement.

Throughout the Term, Contractor shall exercise commercially reasonable efforts to: (a) identify ways to improve the Service Levels; and (b) identify and, subject to the State's approval and to Contractor's confidentiality obligations to its other customers, apply to the System and Service Performance Levels proven techniques and tools from other similar Contractor projects that would benefit the State either operationally or financially.

Service Level Credits.

Contractor recognizes that the State is paying Contractor to deliver the System and related Services at the specified Service Levels. If Contractor fails to meet any Service Levels, then, in addition to other remedies available to the State, Contractor shall pay or credit to the State **Service Level Credits** in recognition of the diminished value of the System and Services resulting from Contractor's failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Credits be construed as the State's sole or exclusive remedy for any failure to meet the Service Levels. However, if the State recovers monetary damages from Contractor as a result of Contractor's failure to meet a Service Level, Contractor shall be entitled to set-off against such damages any Service Level Credits paid for the failure giving rise to such recovery. Service Level Credits are not counted toward and are not subject to the overall cap on Contractor's liability.

SYSTEM CURRENCY

Currency of Contractor Owned Software.

Contractor shall maintain reasonable currency for Contractor owned Software and provide maintenance and support for new releases and versions of such Software. At the State's direction, Contractor shall operate, maintain and support multiple releases or versions of Contractor owned Software on a temporary basis for a reasonable period of time during a technology or software upgrade and shall do so without any increase in the Fees. For purposes of this Section, "reasonable currency" means that, unless otherwise directed by the State, Contractor shall (i) maintain Contractor owned Software at the then current major release, and (ii) install minor Releases promptly or, if earlier, as requested by the State.

Currency of Third-Party Software.

Contractor shall maintain reasonable currency for Third Party Software for which it is financially responsible under the contract and provide maintenance and support for new releases and versions of Third-Party Software for which it is operationally responsible. Contractor shall keep Third Party Software within release levels supported by the appropriate third-party vendor to ensure

compatibility with the State's computer browsers and environments, and other Software or equipment components of the System.

Approval.

Contractor shall confer with the State prior to installing any major release, shall provide the State with the results of its testing and evaluation and a detailed implementation plan and shall not install such release if directed not to do so by the State.

Financial Responsibility for Changes.

Contractor shall bear all charges, fees and costs associated with any change determined by the State as required by Federal Laws or regulations applicable to the System or Services, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted business process or associated Software, equipment, System, Services or materials, and (iii) any increase in the cost to the State of operating, maintaining or supporting any impacted business process or associated Software, equipment, System, Services or materials.

The State's Approval.

Contractor shall make no change which may (i) increase the State's total cost of using the System or receiving the Services; (ii) require material changes to, or have an adverse impact on, the State's businesses, operations, environments, facilities, business processes, systems, software, utilities, tools or equipment (including those provided, managed, operated, supported and/or used on their behalf by third Parties); (iii) require the State to install a new version, release, upgrade of, or replacement for, any Software or equipment or to modify any Software or equipment; (iv) have a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on the cost, either actual or planned, to the State of terminating all or any part of the Services or exercising its right to in-source or use third parties; (vi) require changes to or have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of the State's retained systems and business processes interoperating with the System, or (vii) violate or be inconsistent with the State standards or strategic plans, without first obtaining the State's written approval, which approval the State may withhold in its sole discretion.

Temporary Emergency Changes.

Notwithstanding the foregoing, Contractor may make temporary changes required by an emergency if it has been unable to contact the State's designated executive manager or his or her designee to obtain approval after making reasonable efforts. Contractor shall document and report such emergency changes to the State not later than the next business day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by the State.

Implementation of Changes.

Contractor shall schedule and implement all changes so as not to (i) disrupt or adversely impact the business, systems or operations of the State, (ii) degrade System Performance Levels or the Services

then being received by the State, or (iii) interfere with the State's ability to obtain the full benefit of the System and Services.

Planning and Tracking.

On a monthly basis, Contractor shall prepare, with the State's participation and approval, a rolling quarterly "look ahead" schedule for ongoing and planned changes for the next three (3) months. The status of changes shall be monitored and tracked by Contractor against the applicable schedule.

SYSTEM UPDATES

System updates shall be provided at no cost to the State. Updates are software providing bug fixes and minor software enhancements and addresses existing issues in the software since initial release.

TERM OF CONTRACT – NON-TERMINATION OR SUSPENSION BY CONTRACTOR

Due to the serious impact and irreparable harm any termination of this hosting contract would have on the State, in which case an adequate remedy at law is highly unlikely to be available, the State's failure to perform its responsibilities set forth in the contract shall not be grounds for termination by Contractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE STATE WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT CONTRACTOR'S COVENANT AND ASSURANCES THAT THE (1) CONTRACT WILL NOT BE TERMINATED BY CONTRACTOR, AND (2) CONTRACTOR SHALL NOT SUSPEND PERFORMANCE EVEN IF THE STATE FAILS TO PERFORM ANY OF ITS RESPONSIBILITIES UNDER THE CONTRACT. ANY TERMINATION HEREUNDER SHALL NOT AFFECT ANY LICENSES GRANTED TO THE STATE.** Notwithstanding the foregoing, Contractor's promise not to terminate or suspend its performance shall not relieve the State from damages otherwise recoverable by Contractor for the State's failure's to perform, including but not limited to payment of any fees legally owed to Contractor by the State.

Termination for Contractor Insolvency.

1. General Rights. In the event of Contractor's bankruptcy or of the filing of any petition under bankruptcy laws affecting the rights of Contractor which is not stayed or dismissed within thirty (30) days of filing, in addition to the other rights and remedies set forth herein and pursuant to the Bankruptcy provision titled BANKRUPTCY-General (FEB 2015) [07-7A005-2], to the maximum extent permitted by Law, the State will have the immediate right to retain and take possession for safekeeping all the State Data, the State confidential information (any data or information from which an individual may be identified or when combined with other information which is in the possession of or likely to come into the possession of Contractor may identify a person or that is created, generated, accessed, collected, processed, stored, archived, or maintained by Contractor in the performance of obligations under the Contract, including individually-identifiable medical or health care information "Confidential Information"), all software, equipment, systems or materials to which the State are or would be entitled during the Term or upon the expiration or termination of this contract. Contractor shall cooperate fully with the State and assist the State in identifying and taking possession of the items listed in the preceding sentence. The State will have the right to hold such the State Data, Confidential

Information, software, equipment, systems and materials until such time as the trustee or receiver in bankruptcy or other appropriate insolvency office holder can provide adequate assurances and evidence to the State that they will be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. Contractor and the State agree that without the material provisions, in this section relative to Contractor Insolvency, the State would not have entered into this contract in reliance on Contractor providing the State's contract solution or provided any right to the possession or use of the State Data, the State Confidential Information, or the State software covered by this contract.

2. Rights in Event of Bankruptcy Rejection. Notwithstanding anything to the contrary, in the event that Contractor becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the "Bankruptcy Code")) and rejects this contract pursuant to Section 365 of the Bankruptcy Code (a "Bankruptcy Rejection"), (i) any and all of the licensee and sublicensee rights of the State arising under or otherwise set forth in this contract, including without limitation its Web Licenses (Section VII TERMS AND CONDITIONS – B. SPECIAL) and the rights of the State referred to in Section 3 below, shall be deemed fully retained by and vested in the State as protected intellectual property rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Contractor is the debtor; (ii) the State shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code; and (iii) to the extent any rights of the State under this contract which arise after the termination or expiration of this contract are determined by a bankruptcy court not to be "intellectual property rights" for purposes of Section 365(n), all of such rights shall remain vested in and fully retained by the State after any Bankruptcy Rejection as though this contract were terminated or expired. The State shall under no circumstances be required to terminate this contract after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this contract, including without limitation any of the rights of the State referenced in Section 3 below.

3. LICENSE TO CONTRACTOR OWNED SOFTWARE.

(A) License Grant. Upon Contractor's providing notice of bankruptcy as provided above, at the State's sole discretion, Contractor shall grant, and does hereby grant effective upon at least 5 days prior to such notice from the State, a worldwide, perpetual, non-exclusive, irrevocable, fully-paid-up license to use, execute, reproduce, display, perform, modify, enhance, distribute, and make derivative works (as defined in US Copyright Act) and to permit a the State approved third party to do any of the same to Contractor Software (and any modifications, substitutions, upgrades, enhancements, methodologies, tools, documentation and media related thereto) then used in providing the System to the State. Such license shall be further subject to the then current South Carolina Standard Amendment to End User License Agreements for Single Agency.

(B) System. Contractor shall promptly deliver to the State (or, at the State's election, its designee(s)) (A) a copy of such software documentation, (B) the source code to the software to the extent necessary to permit the continued and uninterrupted use of the software , and (C) the object code for such software.

(C) License Charge. the State (and to the extent applicable, the State designee(s)) shall not be obligated to pay any license or transfer fees in connection with its receipt of the licenses above and other rights above.

TRANSITION SERVICES

- (a) **Transition.** Contractor shall perform the services required to smoothly transfer responsibility for the services to be transitioned from the State to Contractor (the “**Transition Services**”), including those described in the Transition Plan set forth in Contractor’s Proposal (the “**Transition Plan**”).
- (b) **Detailed Transition Plan.** Contractor shall prepare and deliver to the State a more detailed version of the Transition Plan for the State’s review, comment, and approval within thirty (30) business days after the award date. The proposed detailed Transition Plan shall describe in greater detail the specific transition activities to be performed by Supplier but shall be consistent in all respects with the Transition Plan attached to the Proposal. Contractor shall address and resolve any questions or concerns the State may have as to any aspect of the proposed detailed Transition Plan and incorporate any modifications, additions or deletions to such Transition Plan requested by the State. Contractor’s detailed Transition Plan as approved by the State in writing shall be appended to and incorporated in the Contract.
- (c) **Performance.** Contractor shall perform the Transition Services described in the Transition Plan in accordance with the timetable and the Transition Milestones set forth in the Transition Plan. Supplier shall perform the Transition Services in a manner that will not disrupt the business or operations of the State or degrade the Services then being received by the State, except as may be otherwise expressly provided in the Transition Plan. Prior to undertaking any transition activity, Contractor shall discuss with the State all known material risks and shall not proceed with such activity until the State is reasonably satisfied with the plans with regard to such risks (provided that neither Contractor’s disclosure of any such risks to the State, nor the State’s acquiescence in Supplier’s plans, shall operate or be construed as limiting Contractor’s responsibility under the contract). Contractor shall identify and resolve, with the State’s reasonable assistance, any problems that may impede or delay the timely completion of each task in the Transition Plan that is Contractor’s responsibility and shall use all commercially reasonable efforts to assist the State with the resolution of any problems that may impede or delay the timely completion of each task in the Transition Plan that is Contractor’s responsibility.
- (d) **Failure to Meet Transition Milestones.**
 - (i) If Contractor fails to meet a Transition Milestone, Contractor shall pay the State any Fee Credits specified in the Transition Plan for such Transition Milestone.
 - (ii) Neither the Transition Services nor the activities and deliverables associated with individual Transition Milestones will be deemed complete until Acceptance of such activities and deliverables by the State, in writing.
 - (iii) In addition to any Fee Credits due the State, if Contractor fails to meet the mutually agreed upon adjusted date specified for any Transition Milestone, Contractor shall not be

entitled to any further compensation for work associated with such Transition Milestone after such adjusted date.

VII. TERMS AND CONDITIONS -- D. DHEC SPECIAL CLAUSES

BUSINESS ASSOCIATE AGREEMENT CLAUSE

Prior to any work being done on any contract resulting from this solicitation, the contractor will be required to sign DHEC's Business Associate Agreement (Form 0854 – Appendix C) to safeguard the privacy and security of Protected Health Information (PHI) and Electronic Protected Health Information (ePHI) pursuant to requirements of the Health Insurance Portability and Accountability Act of 1995 (HIPAA). A copy of the Business Associate Agreement is included in the Appendix of this solicitation. By submission of an offer, you are agreeing to sign DHEC's Business Associate Agreement, if awarded.

DHEC's CONFIDENTIALITY POLICY (DHEC – MAR 2014)

Confidential information includes information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by contractor or contractor's employee or agent to be claimed as confidential or entitled to confidential treatment.

- (a) Contractor will not:
 - (i) access, view, use, or disclose confidential information without written authorization from DHEC, unless required to perform its responsibilities under this contract or required by law (as determined by a court or other governmental body with authority);
 - (ii) discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - (iii) make any unauthorized copy of confidential information or remove or transfer this information to any unauthorized location or media.
- (b) If contractor is requested to disclose confidential information pursuant to a properly completed authorization or legal process, order, or requirement, contractor must document the disclosure and make the documentation and authorization available for DHEC inspection and audit. Contractor will direct any request it receives for confidential information obtained through performance of services under this contract, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Procurement Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. The Contractor shall cooperate with DHEC, at contractor's cost and expense, in responding to, objecting to, or complying to any such request.

- (c) Contractor must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Contractor must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this agreement and applicable law. If contractor will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), DHEC will require the contractor to sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854, attached) and protect PHI in compliance with the referenced HIPAA laws.
- (d) Unauthorized use or disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, damages, civil suit, or debarment from doing business with the State. The contractor must immediately notify the DHEC Compliance Officer and the DHEC Procurement Manager of any unauthorized use or disclosure of confidential information received under this contract.
- (e) The obligations of this provision will survive termination, cancellation, or expiration of the contract.

PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE (DHEC MAR-2014)

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor must direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contracts Manager or Bureau of Business Management.

Any employee, agent, or contractor of SCDHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Contractor, Contractor's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Contractor is required to inform Contractor's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Contractor must also inform Contractor's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

[Reference: False Claims Act, 31 U.S.C. §3729-3733; 41 U.S.C. §4712]

RECORDS RETENTION (DHEC – MAR 2014)

Records with respect to all matters covered by this contract must be retained by the contractor for six (6) years after the end of the contract period and must be available for audit at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records must be retained until resolution of the audit findings. DHEC will have the data destroyed when the retention schedule has been reached and all the audits are over.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Price-Business Proposal

Notwithstanding any other instructions herein, you shall submit the pricing information as a separate document.

The Offeror must submit their Price / Cost Proposal as a separate document on the Excel Workbook provided. The Excel Workbook has been attached separately.

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation and must be returned as part of your proposal response:

- Appendix A: Vendor Demonstration Script
- Appendix B: Service Provider Security Assessment Questionnaire
- Appendix C: Business Associate Agreement (DHEC – MAR – 2013)
- Appendix D: System Questionnaire
- Appendix E: Example form

Attached as a separate file to this solicitation:

Cost – Excel Workbook

APPENDIX A

DRAFT VENDOR DEMONSTRATION SCRIPT (note: this script may be modified prior to date of demonstration)

South Carolina Department of Health & Environmental Control Vendor Demonstration Script

Company Name: _____

- A Welcome & opening from SC DHEC (5 minutes)
- B Company Overview (10 minutes)
- C Vendor/System Overview - For each task listed below, please demonstrate the following (160 minutes):

1 Demonstrate the PMP process.

- i. Demonstrate data submission.
- ii. setting up an account
- iii. modifying account
- iv. data delivery methods to include manual paper /online submission.
- v. zero reporting
- vi. error correction.)
- vii. Demonstrate on-line registration for potential users:
 - 1. Practitioner/Pharmacist
 - 2. Delegate
 - 3. Law Enforcement/regulatory
 - 4. Administration
 - 5. Out-of-state Practitioner
- viii. Demonstrate the linking of a delegate account to a master account.
- ix. How the master account holder can review what the delegate is searching.
- x. Demonstrate how a prescriber can run a report of prescriptions dispensed under his/her DEA#
- xi. Demonstrate workflow for law enforcement report requests.
- xii. Demonstrate uploading of supporting documentation.
- xiii. Demonstrate four levels of access for the different categories of authorized users
 - 1. Administrator
 - 2. Practitioners/Pharmacist/delegate
 - 3. Regulatory/law enforcement users (can build own recipient and prescriber query; however, PMP administrator must approve both types of request)
- xiv. Demonstrate multiple state query.
- xv. Demonstrate how to generate patient PMP report (by practitioner/pharmacist/delegate, law enforcement and administration using pdf and csv formats).
- xvi. Demonstrate how to administratively approve a request entered by law enforcement Demonstrate how to run various threshold reports (for example, patients receiving MED > 80, patients receiving prescriptions from more than 3 providers in a chosen time period, etc.).
- xvii. Demonstrate other reporting capabilities (ad hoc reports).
- xviii. Demonstrate how PMP can communicate broadcast alerts and information of interest to registered users.
- xix. Demonstrate email notification related to work flow as well as communication to users of the system.
- xx. Demonstrate unsolicited reporting to practitioners.
- xxi. Demonstrate clustering of like recipients.
- xxii. Demonstrate a dispenser compliance report.
- xxiii. Demonstrate Administration capabilities to include supporting dashboards and audit trails

2. Training

- i. Describe the types and level of support, including non-DHEC end-users. Describe how tutorials, videos, and/or online help are incorporated into the solution and can be modified as needed.

- ii. Demonstrate a training module that uses only "dummy" data that can be used to demonstrate the system without viewing PHI.

3. Environment

- i. Demonstrate how required data can be extracted for submission to external sources.
- ii. Demonstrate and briefly describe how retention and purging of data can be and is accommodated.
- iii. Demonstrate and briefly describe how historical data from legacy systems can be imported into the appropriate applications and databases.

D Demonstrate any additional features or offerings that were not part of script above, but were included in the written response.

E Questions & Answers (up to 30 minutes)

F Adjournment

SERVICE PROVIDER SECURITY ASSESMENT QUESTIONNAIRE

Instructions: **I. Attach additional pages or documents as appropriate.**
II. As used in this Questionnaire, government information must have the meaning defined in the clause titled “Information Security.”

1. Describe your policies and procedures that ensure access to government information is limited to only those employees/Contractors who require access to perform your proposed services.
2. Describe your disaster recovery and business continuity plans.
3. What safeguards and practices do you have in place to vet employees and Contractors who have access to government information?
4. Describe and explain your security policies and procedures related to use of Contractors/sub -contractors.
5. List any certifications that you have that demonstrate that adequate security controls are in place to properly store, manage and process government information (for example, ISO or SSAE certifications). Will these certifications be in place for the duration of the contract? Will you provide the state with most recent and future audit reports related to these certifications?
6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.
7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups?
8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.
9. What controls are in place to detect security breaches? Do you log transactions and network activity? How long do you maintain these audit logs?
10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
11. Describe your incident response policies and practices.
12. Identify any third party which will host or have access to government information.

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

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____

(title of person signing above)

Date:

Appendix C

DHEC'S BUSINESS ASSOCIATE AGREEMENT (DHEC – MAR 2013)

BUSINESS ASSOCIATE AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

PURPOSE

The South Carolina Department of Health and Environmental Control (hereafter referred to as "Covered Entity") and [REDACTED] (hereafter referred to as "Business Associate") desire to enter into this Business Associate Agreement (hereafter, "BA Agreement" or "the Agreement") for the purpose of protecting the privacy and security of clients' health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Part 160 and Part 164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

II. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement must have the same meanings as set forth in HIPAA and HITECH. A change to HIPAA or HITECH which modifies any defined term, or which alters the regulatory citation for the definition, must be deemed incorporated into this Agreement.

- a. Breach. "Breach" must have the meaning given under HITECH Section 13400, 42 U.S.C § 17921, and 45 CFR §164.402.
- b. Data Aggregation. "Data Aggregation" must have the meaning given under the Privacy Rule, including, but not limited to, 45 CFR §164.501.
- c. Designated Record Set. "Designated Record Set" must have the same meaning as the term "designated record set" in 45 CFR §164.501.
- d. Disclose and Disclosure. "Disclose" and "Disclosure" must have the meaning given in 45 CFR §160.103.
- e. Electronic Protected Health Information. "Electronic Protected Health Information" (referred to below as EPHI) must have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103.
- f. HIPAA. "HIPAA" must mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 CFR Parts 160-164.)
- g. HITECH. "HITECH" must mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- h. Individual. "Individual" must have the same meaning as the term "individual" in 45 CFR § 160.103 and must include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. Privacy Rule. "Privacy Rule" must mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 CFR Part 160 and Part 164, Subparts A and E and any other applicable provisions of HIPAA, or amendments thereto, including HITECH.
- j. Protected Health Information. "Protected Health Information" (referred to below as PHI) must have the same definition contained in 45 CFR §160.103. For purposes of this Agreement, PHI is limited to the information created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.
- k. Required By Law. "Required By Law" must have the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR §164.103, and any additional requirements created under HITECH.
- l. Secretary. "Secretary" must mean the Secretary of the U. S. Department of Health and Human Services or his/her designee.
- m. Security Incident. "Security Incident" must have the meaning given in 45 CFR §164.304.
- n. Security Standards. "Security Standards" must mean the Standards for the Protection of Electronic Protected Health Information that are codified at 45 CFR Part 160 and Part 164, Subparts A and C, and any other applicable provision of HIPAA, or amendments thereto, including HITECH.
- o. Unsecured PHI. "Unsecured PHI" must mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in Section 13402 of HITECH.
- p. Use or Uses. "Use" or "Uses" must have the meaning given in 45 CFR §160.103.

III. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Contract # [REDACTED], or as otherwise provided by law, if such use or disclosure would not violate the Privacy Rule or the Security Standards if done by Covered Entity.
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, and may disclose PHI for those purposes provided that as to any such disclosure: 1) the disclosure is required by law; or 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
- c. Business Associate will notify the Covered Entity of any breach of confidentiality or security by a person to whom the Business Associate has disclosed PHI pursuant to this Section, and will mitigate and/or assist the person and the Covered Entity in mitigating any harmful effects resulting from the breach of information.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
- f. Business Associate may disclose PHI to any of its subcontractors for use in filling the obligations of this Agreement as long as the subcontractor agrees in writing to the restrictions and conditions in this Agreement with respect to PHI.
- g. Business Associate may disclose PHI to another entity as authorized by the Covered Entity in a separate written agreement or amendment to this agreement, if such disclosure of PHI would not violate the Privacy Rule or HITECH if done by Covered Entity itself.
- h. Business Associate, upon entering into an agreement using PHI for any of its functions and activities on behalf of the Covered Entity or in its general operations, will make available that agreement to the Covered Entity upon request.

IV. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- a. Business Associate must comply with the Confidentiality provision contained in Contract # [REDACTED] and any Confidentiality Agreement signed by the Business Associate pursuant to that Contract for so long as this BA Agreement remains in effect.
- b. Business Associate must not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate will not use PHI in any manner that would constitute a violation of the Privacy Rule, Security Standards, HIPAA, or HITECH if so used by Covered Entity.
- c. Business Associate must develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of PHI or EPHI other than as provided by this Agreement, and must implement administrative, physical, and technical safeguards to comply with the Security Standards as required by 45 CFR Sections 164.308, 164.310, 164.312 and 164.316 in order to protect the confidentiality, integrity, and availability of EPHI or PHI that Business Associate creates, receives, maintains, or transmits, to the same extent as if Business Associate were a Covered Entity, pursuant to HITECH Section 13401, 42 U.S.C. § 17931. These safeguards are required regardless of the mechanism used to transmit the information.
- d. Business Associate must adopt the effective and appropriate technical safeguards and technology and methodology standards provided in any guidance issued by the Secretary pursuant to HITECH Sections 13401-13402, 42 U.S.C. §§ 17931-17932.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or of a Breach of Unsecured PHI, pursuant to 45 CFR § 164.530(f) and HITECH § 13402.
- f. Business Associate must notify Covered Entity by the most expedient manner within one business day of any use or disclosure of PHI or EPHI not authorized by this Agreement or in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware, or of any suspected or actual Security Incident or Breach, unless delayed in accordance with 45 CFR §164.412. Business Associate must notify Covered Entity immediately upon the law enforcement delay being lifted.
- g. In addition to the notification required by IV.f, Business Associate will provide written notification of a Breach of Unsecured PHI to Covered Entity without unreasonable delay and in no event later than 5 calendar days after discovery of the Breach. A Breach of Unsecured PHI must be treated as discovered by the Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Notification of a Breach of Unsecured PHI required by this paragraph must comply with HITECH Section 13402, 42 U.S.C. § 17932, and 45 CFR § 164.410. The Breach notice must include, to the extent possible, the identification of each individual whose Unsecured PHI has been,

or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the Breach. Business Associate must provide Covered Entity with the following information at the time of the Breach notification or promptly thereafter as soon as information becomes available:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known, and the nature of the non-permitted use or disclosure;
 2. A description of the unsecured PHI that was involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Who made the non-permitted use or disclosure;
 4. Who received the non-permitted use or disclosure;
 5. Any steps individuals should take to protect themselves from potential harm resulting from the Breach; and
 6. What Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further breaches.
- h. Business Associate must ensure that any agent or subcontractor to whom it provides PHI received from Covered Entity, or that creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including this paragraph, and agrees to implement reasonable and appropriate safeguards to protect such PHI, including the safeguards required by paragraph IV.c and IV.d above with respect to PHI. Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and must mitigate the effects of such violation.
- i. Business Associate must provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to fulfill the requirements of 45 CFR § 164.524 if the Business Associate has PHI in a designated record set. If Business Associate receives a request directly from an Individual, Business Associate will direct the Individual to the Covered Entity.
- j. Business Associate must make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, if Business Associate has PHI in a Designated Record Set. Business Associate must not amend PHI received from the Covered Entity or created and/or provided to the Business Associate on behalf of the Covered Entity unless the amendment is directed by or consented to by the Covered Entity. If an Individual requests an amendment of PHI directly from Business Associate or any of its agents or subcontractors, Business Associate will direct Individual to Covered Entity. The Business Associate must provide a copy of the amended PHI to the Covered Entity.
- k. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate agrees to collect and maintain disclosure information as it relates to PHI including: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the written request for disclosure under 45 CFR § 164.502(a)(2)(ii) or 164.512, if any. Business Associate will maintain records related to disclosures of PHI for at least six (6) years after the date of the disclosure. The provisions of this subparagraph must survive termination of this Agreement.
- l. Business Associate will provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section IV.k of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. In addition, Business Associate agrees to make PHI available for purposes of accounting of disclosures as required by Section 164.528 of the Privacy Rule and Section 13405(c)(3) of HITECH, 42 U.S.C. § 17935(c)(3). If the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate must within five (5) days of a request forward it to Covered Entity in writing.
- m. Business Associate must comply with any requests for restrictions on certain disclosures of PHI pursuant to Section 164.522 of the Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- n. Business Associate must comply, pursuant to HITECH and its implementing regulations, with all additional requirements of the Privacy Rule, including those contained in 45 CFR 164.502(e) and 164.504(e)(1)(ii) at such time as the requirements are applicable to Business Associate, pursuant to HITECH Section 13404, 42 U.S.C. § 17934.
- o. If applicable, and if requested by Covered Entity, Business Associate will provide a copy of Covered Entity's Notice of Privacy Practices to the client at the time of first contact, and maintain documentation of the client's receipt of the Notice.
- p. Business Associate must make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on

behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule. Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate. Business Associate must provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

- q. Business Associate and its agents and subcontractors may only request, use, or disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure pursuant to this agreement and consistent with Covered Entity's minimum necessary policies and procedures. Except as otherwise permitted by HIPAA standards, until the effective date on which the Secretary issues guidance on what constitutes "minimum necessary," when using or disclosing PHI or responding to a request for PHI, Business Associate and its agents or subcontractors must limit such PHI, to the extent practicable, to a Limited Data Set, or if more information than a Limited Data Set is required, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request. After the effective date on which the Secretary issues guidance on what constitutes "minimum necessary," Business Associate and its agents or subcontractors must only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, and must comply with the Secretary's guidance on what constitutes "minimum necessary." See HITECH Section 13405, 42 U.S.C. § 17935.
- r. Business Associate must provide Covered Entity reasonable access to its premises for review and demonstration of its internal practices and procedures for safeguarding PHI of Covered Entity for purposes of determining that Business Associate has complied with this Agreement and HITECH; provided that 1) the Parties mutually agree in advance upon the scope, location and timing of such access, and 2) Covered Entity must protect confidential and proprietary information of Business Associate to which Covered Entity has access.
- s. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- t. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Agreement or other arrangement, Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Business Associate must terminate the Agreement or other arrangement if feasible, or, if termination is not feasible, report the problem to the Secretary. Business Associate must provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement within five (5) days of discovery and must meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- u. Business Associate acknowledges that if it violates any of the requirements provided under this Business Associate Agreement, Business Associate will be subject to the same civil and criminal penalties that a Covered Entity would be subject to if such Covered Entity violated the same requirement.
- v. The additional requirements of HITECH that relate to privacy and security and that are made applicable with respect to covered entities must also be applicable to Business Associate and must be and by this reference are incorporated into this Agreement.
- w. Business Associate will contact the Covered Entity's Privacy Officer at (803) 898-3318 at any time clarification or guidance is needed regarding compliance with the terms of this Agreement.
- x. Business Associate must not use or disclose PHI for fundraising or marketing purposes.
- y. Business Associate may not enter into any agreements with its agents or subcontractors pertaining to its obligations under this Agreement without the express written consent of Covered Entity.

V. DUTIES OF COVERED ENTITY

- a. If applicable, Covered Entity must provide the Business Associate with a copy of its policies and procedures implementing the Privacy Rule, including the Notice of Privacy Practices.
- b. Covered Entity must notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity must notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI, within a reasonable period of time after Covered Entity becomes aware of such changes to or revocation of permission.
- d. Covered Entity must notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 CFR § 164.522 and HITECH § 13405(a), 42 USC § 17935(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- e. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. TERM AND TERMINATION

- a. Term. The Term of this Agreement must be effective as of [REDACTED], and must terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity must do any of the following:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and Contract # [REDACTED] if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 2. Immediately terminate this Agreement and Contract # [REDACTED] if Business Associate has breached a material term of this Agreement and cure is not feasible;
 3. If neither termination nor cure is feasible, Covered Entity must report the violation to the Secretary;
 4. Immediately stop all further disclosures of PHI to Business Associate pursuant to each agreement between Covered Entity and Business Associate that is the subject of such breach, until the breach is cured.
- c. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason or upon written demand from Covered Entity, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision must apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate must retain no copies, including backups, of the PHI. If the return or destruction of PHI held by the Business Associate is not permissible pursuant to South Carolina law, the Business Associate will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- d. Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of PHI is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Business Associate and Covered Entity.

VII. INDEMNIFICATION (the following does not apply to other government agencies or political subdivisions)
Business Associate agrees to indemnify and hold harmless Covered Entity from any claims, demand, suit, loss, liability, or administrative penalties that the Covered Entity may sustain as a result of the Business Associate's breach of this Agreement, including any breach of confidentiality by a person to whom the Business Associate has disclosed information pursuant to this Agreement; provided, however, that the Business Associate must not hold the Covered Entity harmless from any claims, demands or causes of action arising or resulting directly or indirectly from negligence of the Covered Entity, its officers, agents, representatives or employees, or any person or entity not subject to the Business Associate's supervision or control. This indemnification must include reasonable expenses including attorney's fees incurred by defending such claims and damages incurred by reason of the Business Associate's failure to comply with applicable laws and regulations or for damages caused by the Business Associate, its employees and/or agents, including subcontractors. As a condition precedent to asserting a right of indemnity, the Covered Entity must provide timely written notice to the Business Associate of the assertion of the claim to which the right of indemnification is claimed to exist.

VIII. MISCELLANEOUS

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Standards means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement to comply with the requirements of the Privacy Rule, the Security Standards, HIPAA, HITECH, or any other state or federal law affecting this Agreement. If a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HITECH or its regulations, such Party must notify the other Party in writing. For a period of thirty days, the Parties must address such concern in good faith and amend the terms of the Agreement if necessary to bring it into compliance. If, after such thirty day period, the Agreement fails to comply with HIPAA, the Privacy Rule, the Security Standards or HITECH, then either Party has the right to terminate upon written notice to the other Party.
- c. Survival. The respective rights and obligations of Business Associate under Section VI.c and VI.d of this Agreement must survive termination of this Agreement.

- d. Interpretation. Any ambiguity in this Agreement must be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Standards.
- e. All notices pursuant to this Agreement must be given in writing and must be effective when received if hand-delivered or upon dispatch if sent by reputable overnight delivery service, facsimile, or U.S. Mail to the appropriate address or facsimile number. Notification of any unauthorized use or disclosure of PHI or of a Breach of Unsecured PHI under paragraphs IV.f and IV.g must be made to the DHEC Privacy Officer at 2600 Bull Street, Columbia, SC 29201, 803-898-0707 (phone), 803-898-0476 (fax).
- f. Business Associate and Covered Entity agree that Individuals who are the subject of PHI are not third-party beneficiaries of this Agreement.
- g. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and HITECH and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of any amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA and HITECH or other applicable laws. Covered Entity may terminate this Agreement and Contract # [REDACTED] upon thirty (30) days written notice if (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and HITECH.
- h. If any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision must be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- i. This Agreement may not be amended, altered, or modified except by written agreement signed by Business Associate and Covered Entity.
- j. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision must not be construed as a waiver of any other term or provision.
- k. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- l. Neither Covered Entity nor Business Associate must use the names or trademarks of the other party or of any of the respective party's affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated.
- m. All references to specific statutes, codes, or regulations must be deemed to be references to those statutes, codes or regulations as they may be amended from time to time.
- n. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this or another agreement between the parties.

AS TO DHEC

BY: _____
 (Director, Deputy Director, Region Public Health
 Director, Region Administrator, Procurement Manager)

DATE: _____

AS TO THE CONTRACTING PARTY

BY: _____
 (NAME)

Its: _____
 (TITLE)

DATE: _____

MAILING ADDRESS:

Appendix D

System Questionnaire

All application questions must be answered with only one (1) of the responses listed below:

F	=	Fully provided “out of the box” * (Yes response)
M	=	Provided with modification **
C	=	Custom development required **
TP	=	Third party software **
R	=	Provided with reporting tool **
NA	=	Not available (No response)**

* **To be illustrated at demonstration**

** **Please explain in detail**

*****This questionnaire should be considered part of the specifications for the system and is an integral part of the vendor’s response to this RFP.**

Please note this does not alter required vs desired system specifications.

If Question requires a Yes response indicate using the “F” response

If Question requires a No response indicate using the N/A response

<i>No.</i>	<i>Description</i>	<i>Response</i>						<i>Comments</i>
		<i>F</i>	<i>M</i>	<i>C</i>	<i>TP</i>	<i>R</i>	<i>NA</i>	
	Data Collection from Dispensers							
1	Receive electronic prescription information transmitted directly from dispensers seven days a week and twenty-four (24) hours per day.							
2	Receive electronic data in the ASAP 4.2 format or latest approved version.							
3	Data collected includes Schedule II-IV prescription information.							
4	Data collected includes Veterinarian reporting.							
5	Collection methods:							
	Secure FTP over SSH							
	Encrypted File with OpenPGP via FTP							
	SSL Website							
	Paper submission submitted on Universal Claim Form (UCF)							
	Online submission							
	Other Method							
6	Accept data from dispensers under common ownership in a single joint transmission							
7	Monitoring capability to ensure each dispenser has submitted data on the required schedule.							
8	Notification capability when dispenser fails to submit data on required schedule to both the dispenser and DHEC.							
9	Ensure data submitted meets accuracy and completeness thresholds.							
10	Data in all required fields are valid.							
11	Identification of specification problems with data submitted that does not meet accuracy and completeness thresholds.							
12	Notification capability to notify the dispenser specifying problem with data submitted.							
13	Notification capability to report to DHEC dispenser has not corrected and resubmitted data.							
14	Maintain 6 years of data, rolling monthly							
15	Provide DHEC with weekly data exchange							
16	Proposed solution is a SaaS (Software as a Service).							
17	Convert submitted DEA registration number to prescriber and dispenser name, address, and registered schedules.							
18	Convert NDC number to drug name, strength, controlled substance schedule and dosage form both at the:							

	Point of data import							
	Upon receiving NDC number updates							
19	Maintain current reference source of NDC numbers.							
20	Cluster analysis to summarize person data and store results without modification to source data.							
21	Resulting summarize person data is available for reporting purposes.							
22	Data is available after submission no more than one (1) calendar day							
	<i>Queries and Reports</i>							
23	System is capable of creating basic queries for patient, prescriber, and dispenser data that has passed quality and accuracy standards.							
24	System has ADHOC reporting capabilities.							
25	System can produce top ranking reports for controlled substances, recipients, and prescribers.							
26	System can produce trending reports.							
27	System can produce executive summary reports on system activity to monitor trends, ensure compliance with regulations, and tasks are being completed within thresholds.							
29	Ability to perform multi state query and retrieval.							
30	System can produce supporting audit trail reports with corresponding IP address on system activity.							
31	Track reports created by users.							
32	Role based access to run a report.							
	<i>General System Requirements</i>							
33	Web Browser compatibility:							
	Internet Explorer							
	Chrome							
	Safari							
	Firefox							
	Other							
34	Online Help menus							
35	Modifiable Help menus for administrators							
36	All System hardware, application, database, backup, and support reside in US.							
37	Helpdesk located in a professional call center and:							
	In the United States							
	Toll-free number							
	Staffed 365 days, 24 hours a day, 7 days a week							
38	FAQ help							

39	Web-based (no dedicated client-side component) with graphical Internet interfaces for all users and browser agnostic to include standard browsers							
40	GIS-centric/integrated, support on-site reporting, capturing and sharing of event information							
41	Supports iOS and android mobile devices							
42	Capable of (or compatible with) document imaging							
43	Compliant with Section 508 (accessible for people with disabilities)							
44	Pop-up windows are not used to communicate messages.							
45	Autofill and auto-populate NDC related data.							
46	Name fields are in proper case (upper/lower).							
47	Capable to integrate with other application via SOAP, REST, etc.							
48	The new scanned images can be immediately viewed on the screen to ensure that the image is legible, complete and appropriately positioned.							
49	The home page is branded with the State BDC information, and is configurable by the State.							
50	System documentation include comprehensive user's manual documenting all database structure, relationships between tables and database dictionary.							
51	Data structure allow exchange and integration with other systems and must support:							
	Modeling information populated from a database lookup view of data from another system							
	Monitoring data from another system							
52	Support use of predefined reports created by an administrator							
53	System allows security/password-administrator to assign user level permissions.							
54	The documentation includes instructions for all administrative functions (e.g. user management, password management, role/profile management, etc.).							
55	Documentation is specific to the State configuration.							
56	"train the trainer" documentation and training provided for users							
57	Provide report writer for administrators to create their own ad-hoc reports to include ability to map and graph data based on any and all fields within data sets							

58	Provide work-flow, approval/review process and tracking as a core component to all software modules and components to have re-assignment capabilities, escalation notification, clocking, progress status, tasking, checklist, and automatic reminders.							
59	Online submission of application and document(s)							
60	Interface with data from South Carolina Department of Labor, Licensing and Regulation (license verification)							
61	Interface with data from SC DHEC Controlled substance Registration (license verification)							
62	Interface with data from DEA database (license verification)							
63	Support connection to interstate data sharing hub PMPi.							
64	Support connection to interstate data sharing hub RXCheck.							
	<i>User Accounts</i>							
65	Each user account must have a unique user id/password combination.							
66	Email verification must be performed during registration.							
67	Passwords must follow DHEC policy.							
68	Security questions can be selected from a list by users.							
69	Password expire on State-defined schedule							
70	Change password opportunity for users to change their password at each logon							
71	Automatic expiration of password with prior warning.							
72	Notification of password expiration ahead of time with number of days password is still valid.							
73	Self-service password reset for users who successfully answer pre-set security questions or email a link to reset password.							
74	If the user is associated with more than one master account holder, the user is provided with a list from which to select the master account holder when they logon.							
75	Limit logon attempts before locking account with email notification for reporting and unlocking ability.							
76	Track, record and timeout illegal attempts at system access.							
77	Session timeout							
78	User access is controlled by the role assigned to the user.							

	Security							
79	The system allows the State to create any additional web services needed to support integrations with external systems.							
80	All data interchange uses standard formats.							
81	Data interchange uses standard vocabulary.							
82	Vendor ensures all network traffic is encrypted using SSL or stronger.							
83	The system does not use proprietary encryption techniques.							
84	The system uses AES 256 or higher encryption.							
85	The standard for exchange of data within the system is a secure hypertext transport protocol or https.							
86	Identify and log attempted illegal access at place of occurrence and at system level.							
87	System conforms to all laws and regulations outlined in this document for data exchange							
88	Capable of electronic signature to support approval process							
89	Security (rights and/or password control) at menu level.							
90	Security (rights and/or password control) at data (field) element level.							
91	Centralized security for all modules.							
92	Maintain transaction log (audit history with time stamp six (6) digits after second (2nd)) for any changes (including edits and deletions) for the entire system.							
93	Maintain a system access (log in/out history by client, server and database locations) with time stamp in seconds.							
94	Ability to limit access to a minimum of these levels (Screens, Reports, Applications, Menus, Fields).							
	Workflow Tools							
95	Generate e-mails and text messages as needed during workflow.							
96	Ability to set indicators such as flags, clock, checklist, task and other fields of data to denote business actions							
97	Ability to automatically assign tasks as they are generated using pre-defined assignment rules.							
98	Ability to automatically generate color-coded alerts and labels based on pre-defined scheduled timelines, workflow and tasks.							
99	Ability to track task and other workflow data related to scheduled start date and scheduled end date.							

100	Ability to track task data according to who assigned the task/function.							
101	Ability to track task data according to whom task/function is assigned.							
	System Design							
102	Editing, coding, and validation routines to minimize data entry errors and enforce data entry consistency (e.g. pick-lists, drop-down boxes, or other easy-to-use options to assist users in correctly entering data)							
103	Consistent look/feel (for navigation and use) among modules within system.							
104	Procedures (broadcast messaging) or processes that require users to log off on a daily basis (or other time interval).							
105	Accommodate at least fifteen thousand (15000) queries per day and scalable for future demand without system performance degradation.							

Appendix E

Example (goes with question 12 above)



**HEALTH INFORMATION DESIGNS, INC
PRESCRIPTION MONITORING PROGRAM
PMP-UNIVERSAL CLAIM FORM**

Please use this form to report the dispensing of a controlled substance to the South Carolina Prescription Monitoring Program.

Fax: (888) 288-0337
Phone: (800) 225-6998

Fax or Mail to
Health Information Designs

391 Industry Dr
Auburn, AL 36832

PATIENT INFORMATION

First Name _____ MI _____ Last Name _____

DOB ____ / ____ / ____ Gender M F
Address _____ City _____ State ____ Zip _____

PHARMACY INFORMATION

Pharmacy Name _____ NABP _____ DEA _____
Phone # (____) _____ - _____ Fax # (____) _____ - _____
Address _____ City _____ State ____ Zip _____

PRESCRIPTION INFORMATION

Prescription # 1
Rx # _____ Date Filled ____ / ____ / ____ Date Written ____ / ____ / ____ New Refill
NDC [] [] [] [] [] - [] [] [] [] [] Drug Name(Strength) _____
Quantity Dispensed _____ Days Supply _____ # Refills Left _____
Prescriber Name _____ State License # _____ DEA _____
Prescriber Phone # (____) _____ - _____ Prescriber Fax # (____) _____ - _____
 Written Rx Faxed Rx Phoned Rx

Prescription # 2
Rx # _____ Date Filled ____ / ____ / ____ Date Written ____ / ____ / ____ New Refill
NDC [] [] [] [] [] - [] [] [] [] [] Drug Name(Strength) _____
Quantity Dispensed _____ Days Supply _____ # Refills Left _____
Prescriber Name _____ State License # _____ DEA _____
Prescriber Phone # (____) _____ - _____ Prescriber Fax # (____) _____ - _____
 Written Rx Faxed Rx Phoned Rx

Prescription # 3
Rx # _____ Date Filled ____ / ____ / ____ Date Written ____ / ____ / ____ New Refill
NDC [] [] [] [] [] - [] [] [] [] [] Drug Name(Strength) _____
Quantity Dispensed _____ Days Supply _____ # Refills Left _____
Prescriber Name _____ State License # _____ DEA _____
Prescriber Phone # (____) _____ - _____ Prescriber Fax # (____) _____ - _____
 Written Rx Faxed Rx Phoned Rx

FOR HID USE ONLY

Date Received ____ / ____ / ____ Date Entered ____ / ____ / ____

Comments _____

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

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

[09-9005-4]

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES


Review this checklist prior to submitting your bid/proposal.

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

Exhibit C

	State of South Carolina Request for Proposal Amendment 1	Solicitation:	5400026425
		Date Issued:	2-16-2024
		Procurement Officer:	KATHY SANTANDREU
		Phone:	803-896-5304
		E-Mail Address:	ksantandreu@mmo.sc.gov
		Mailing Address:	SFAA, Div. of Procurement Services, MMO 1201 Main Street Columbia SC 29201

DESCRIPTION: **Prescription Monitoring Program**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health & Environmental Control**

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

SUBMIT OFFER BY (Opening Date/Time): **04/4/2024 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/29/2024 11:00 PM ET (23:00)** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Please see page 3. All copies required must be received no later than the opening date and time and must be labeled with the Offeror's name and solicitation number.**

CONFERENCE TYPE: **Pre-Proposal**

DATE & TIME: ~~02/27/2024 10:00 AM~~ **02/29/2024 2PM ET**

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

LOCATION:

Teams Meeting – details in document

AWARD &
AMENDMENTS

Award will be posted on **05/22/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 120 calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

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

Sole Proprietorship Partnership Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____ E-mail</p> <p>Address</p>
---	---

<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>___ Payment Address same as Home Office Address</p> <p>___ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>___ Order Address same as Home Office Address</p> <p>___ Order Address same as Notice Address (check only one)</p>
--	---

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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>___ Calendar Days (%)</p>
---	-----------------------------	-----------------------------	-----------------------------	------------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): [Preferences do not apply](#)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: [Preferences do not apply](#)

___ In-State Office Address same as Home Office Address ___ In-State Office Address same as Notice Address **(check only one)**

Amendment #1
Prescription Monitoring Program RFP 5400026425

AMENDMENTS TO SOLICITATION (JAN 2004) (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: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on Page Two and returning with solicitation response (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

[Update to dates:](#)

Pre-Proposal Conference has been changed to:
02/29/2024 2PM ET

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 261 884 257 314

Passcode: ot4pX2

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 803-454-9963,,728441321#](#) United States, Columbia

Phone Conference ID: 728 441 321#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

All other terms, condition, bidding instruction, and specifications remain unchanged. If there are any question or if any confusion or uncertainty arises as a result of this amendment, it is the sole responsibility of the Offeror to contact the procurement officer for clarification. Contact information can be found in the top right-hand corner of the cover page of this amendment reference the "Duty to Inquire" in the original Request for Proposal (RFP).



State of South Carolina

Request for Proposal
Amendment 2

Solicitation:	5400026425
Date Issued:	2-29-2024
Procurement Officer:	KATHY SANTANDREU
Phone:	803-896-5304
E-Mail Address:	ksantandreu@mmo.sc.gov
Mailing Address:	SFAA, Div. of Procurement Services, MMO 1201 Main Street Columbia SC 29201

DESCRIPTION: **Prescription Monitoring Program**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health & Environmental Control**

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

SUBMIT OFFER BY (Opening Date/Time): **04/4/2024 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~02/29/2024~~ **3/8/2024 10:00 AM ET** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Please see page 3. All copies required must be received no later than the opening date and time and must be labeled with the Offeror's name and solicitation number.**

CONFERENCE TYPE: **Pre-Proposal**

DATE & TIME: ~~02/27/2024 10:00 AM~~ **03/7/2024 2PM ET**

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

LOCATION:

Teams Meeting – details in document

AWARD &
AMENDMENTS

Award will be posted on **05/22/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 120 calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

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

Sole Proprietorship Partnership Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply

_____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address
 (check only one)

Amendment #2
Prescription Monitoring Program RFP 5400026425

AMENDMENTS TO SOLICITATION (JAN 2004) (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: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on Page Two and returning with solicitation response (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

[Update to dates:](#)

Pre-Proposal Conference has been changed to:

03/07/2024 2PM ET

Questions must be received by has been changed to:

3/8/2024 10:00 AM ET

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 261 884 257 314

Passcode: ot4pX2

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)


[+1 803-454-9963,,728441321#](tel:+18034549963728441321) United States, Columbia

Phone Conference ID: 728 441 321#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

All other terms, condition, bidding instruction, and specifications remain unchanged. If there are any question or if any confusion or uncertainty arises as a result of this amendment, it is the sole responsibility of the Offeror to contact the procurement officer for clarification. Contact information can be found in the top right-hand corner of the cover page of this amendment reference the "Duty to Inquire" in the original Request for Proposal (RFP).

	<p align="center">State of South Carolina</p> <p align="center">Request for Proposal Amendment 3</p>	Solicitation: 5400026425 Date Issued: 3-1-2024 Procurement Officer: KATHY SANTANDREU Phone: 803-896-5304 E-Mail Address: ksantandreu@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO 1201 Main Street Columbia SC 29201
---	---	--

DESCRIPTION: **Prescription Monitoring Program**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health & Environmental Control**

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

SUBMIT OFFER BY (Opening Date/Time): **04/4/2024 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~02/29/2024~~ **3/8/2024 10:00 AM ET** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Please see page 3. All copies required must be received no later than the opening date and time and must be labeled with the Offeror's name and solicitation number.**

<p>CONFERENCE TYPE: Pre-Proposal DATE & TIME: 02/27/2024 10:00 AM 03/7/2024 2PM ET</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Teams Meeting – details in document</p>
---	---

<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 05/22/2024. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
--------------------------------------	--

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 120 calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>
--

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply**

_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

Amendment #3
Prescription Monitoring Program RFP 5400026425

AMENDMENTS TO SOLICITATION (JAN 2004) (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: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on Page Two and returning with solicitation response (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Update to scope of work items:

Item 1

III. Scope of Work/Specifications, Contractor Requirements, item 1, page 31

Contractor shall demonstrate at least two years of experience in the implementation and management of at least three large-scale prescription monitoring programs as described in the scope of work. Contractor shall describe their experience as the primary contractor on other large scale projects involving data collection, database development, and web systems. The contractor shall include an organization chart and brief history of the organization, description of the experience that the organization and staff have with prescription monitoring projects and other projects that are similar in size and scope, description of the software used and the staff's experience with it.

Will be changed to:

Contractor shall demonstrate at least two years of experience in the implementation and management of at least **two** large-scale prescription monitoring programs as described in the scope of work. Contractor shall describe their experience as the primary contractor on other large scale projects involving data collection, database development, and web systems. The contractor shall include an organization chart and brief history of the organization, description of the experience that the organization and staff have with prescription monitoring projects and other projects that are similar in size and scope, description of the software used and the staff's experience with it.

Item 2


III. Scope of Work/Queries and Reports, item 6, page 42

Patient reports must include analyzed prescription information from providers and pharmacies and present analytic insights and risk scores to help authorized healthcare users make better informed treatment decisions for their patients. It is the responsibility of the Contractor to provide the risk score methodology – proprietary or otherwise.

Will be changed to:

Patient reports must include analyzed prescription information from providers and pharmacies. Reports must include a feature which provides analytical insights and evaluates and qualifies risk to help authorized healthcare users make better informed treatment decisions for their patients. It is the responsibility of the Contractor to provide their risk evaluation methodology and qualifiers - proprietary or otherwise.

All other terms, condition, bidding instruction, and specifications remain unchanged. If there are any question or if any confusion or uncertainty arises as a result of this amendment, it is the sole responsibility of the Offeror to contact the procurement officer for clarification. Contact information can be found in the top right-hand corner of the cover page of this amendment reference the “Duty to Inquire” in the original Request for Proposal (RFP).

	State of South Carolina Request for Proposal Amendment 4	Solicitation:	5400026425
		Date Issued:	3-11-2024
		Procurement Officer:	KATHY SANTANDREU
		Phone:	803-896-5304
		E-Mail Address:	ksantandreu@mmo.sc.gov
		Mailing Address:	SFAA, Div. of Procurement Services, MMO 1201 Main Street Columbia SC 29201

DESCRIPTION: **Prescription Monitoring Program**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health & Environmental Control**

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

SUBMIT OFFER BY (Opening Date/Time): **04/4/2024 11:00 AM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~02/29/2024~~ **3/8/2024 10:00 AM ET** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Please see page 3. All copies required must be received no later than the opening date and time and must be labeled with the Offeror's name and solicitation number.**

CONFERENCE TYPE: **Pre-Proposal**
DATE & TIME: ~~02/27/2024 10:00 AM~~ 03/7/2024 2PM ET

LOCATION:
Teams Meeting – details in document

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

AWARD &
AMENDMENTS

Award will be posted on ~~05/22/2024~~ **5/30/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 120 calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

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

Sole Proprietorship Partnership Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____ E-mail</p> <p>Address</p>
---	---

<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>___ Payment Address same as Home Office Address</p> <p>___ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>___ Order Address same as Home Office Address</p> <p>___ Order Address same as Notice Address (check only one)</p>
--	---

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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>___ Calendar Days (%)</p>
--	-----------------------------	-----------------------------	-----------------------------	------------------------------

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): [Preferences do not apply](#)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: [Preferences do not apply](#)

___ In-State Office Address same as Home Office Address ___ In-State Office Address same as Notice Address **(check only one)**

Amendment #4
Prescription Monitoring Program RFP 5400026425

AMENDMENTS TO SOLICITATION (JAN 2004) (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: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on Page Two and returning with solicitation response (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Questions from Offerors - amendment (Jun 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “state’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2a097-1]

Updates to tentative dates:

Demonstrations	Monday, May 21, 2024	9AM to 5PM
	Tuesday, May 22, 2024	9AM to 5PM
Post Award:	Thursday, May 30, 2024	

Updates to solicitation:

Clause titled **Limitation of Liability – Single Agency** will be removed.

Combined Vendor Q&A

1. In which format will the migrated data of PMP users be provided?

State’s Answer: The migrated data of PMP users would have to be provided from our current data vendor. This would be migrated via a CSV file data extract.

2. Can DHEC provide the migrated prescription data as the original ASAP files submitted by the pharmacies in chronological order of the submissions?

State's Answer: The migrated prescription data would not be retained in the original ASAP files submitted by the pharmacy. This would also be migrated via a CSV file data extract.

3. Will the migrated data of PMP users also contain the id proof verification documents submitted by the users?

State's Answer: The migrated data of PMP users would not contain the ID proof verification documents submitted by the users.

4. Can DHEC provide more details on visual representations, analytic insights and risk scores?

State's Answer: DHEC would need a live data source of dispensation data, user data and naloxone administration data provided via an analytical platform (i.e. Tableau, PowerBI). These data sources would need to be updated at least daily for the program's epidemiologist to be able to analyze the program's data in visual dashboards for internal and external use. Also, the vendor would need to provide advanced analytics based on a patient's prescription history, including relevant charts and graphs, that would assist healthcare users in making clinical decisions. The vendor would need some sort of risk score assessment that determines a patient's potential risk for an unintentional overdose. Currently, these risk scores are utilized to present naloxone administration data to users and as risk mitigating factors in clinical decision making along with the patient's prescription history.

5. As part of PMP users migration, the end users (both portal and SFTP users) have to reset their passwords. Is DHEC fine with that?

State's Answer: Yes

6. How are the opioid antidote administration data reported currently by EMS, first responders and healthcare facilities?

State's Answer: Opioid antidote administration data is currently reported by the Bureau of Drug Control and by healthcare entities across the state. Per statute, the Bureau of Drug Control (the program's epidemiologist) is responsible for uploading EMS data. Another division within DHEC uploads the first responder data. The healthcare facility data is uploaded by each individual healthcare facility through a unique user account. Healthcare facilities have the option to upload via a CSV file or via a manual entry process through a platform that links into our PMP database. All current opioid antidote administration records would need to be transferred into the new database to be displayed into a patient's PMP report. Opioid antidote administrations that are given to patients who do not have a PMP history are not allowed to be displayed per our current statute. There needs to be functionality to determine whether an opioid antidote administration matches a patient with a current PMP history or whether it does not determine whether it can be displayed to an end user or not. Additionally, if a PMP history for a patient does not exist at the time of administration but is created at a future date, the opioid antidote administration must then match to the patient and present itself.

7. What kind of data is expected to be integrated with ESRI / GIS system?

State's Answer: naloxone administration data. We would potentially like to integrate other data sources to statistically analyze data geospatially, like dispensation data.

8. Are EMS, first responders and healthcare organizations currently reporting Opioid antidote administration data? What data elements are collected? Are they batch or real time submission?

State's Answer: Yes, EMS, first responders, and healthcare facilities are currently reporting opioid antidote administration data. The reporting varies depending on the healthcare facilities EHR. All facilities have to report within 30 days of a patient being discharged. Some facilities report in real time when the event occurs. Other facilities report once a month to meet the 30-day requirement. Both EMS and first responders upload a file once a month with any administrations that occurred within that 30-day period. Data elements collected include patient first name, patient last name, patient DOB, patient address, patient city, patient state, patient zip code, organization name, date administered, incident administered zip code, incident administered county, and if the record is submitted by a first responder, the first responder's first and last name and first responder type.

9. Please provide State of South Carolina and DHEC privacy and security rules and policies or identify where they are publicly available.

State's Answer: The State of South Carolina Information Security and Privacy Data Handling Guidelines can be found at this web address: [INFO~P\\$F.PDF \(sc.gov\)](#)

10. Please confirm that interfaces and integration require the use of SOAP? Are RESTful APIs also used/allowed?

State's Answer: Our credential is a web service application that uses the LLR database to verify professional licenses and is accessed with SOAP interfaces. RESTful APIs are not used/allowed.

11. Solicitation Document Forms Page 1 and 2

Will the State please provide where they want respondents to include their response to these pages in the response structure provided in Section II. Instructions to Offerors?

States Answer: Place as page 1 and 2 of your technical document.

12. General

Will the State please clarify if the requirements that state that the proposed system shall have the capability (example: Medical Marijuana) to provide are to be included in respondents pricing or is the State amenable to those requirements if the State wants to utilize those features as a change order?

State's Answer: All requirements outlined in the specifications shall be included in your price.

13. Offeror Qualifications and Experience

Will the State please confirm that respondents may include resumes as an Appendices to the response?

State's Answer: Respondents may include resumes as part of their proposal.

14. V. Qualifications

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015) (revised)

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

Will the State please confirm that the above RFP sections are required to be responded to with respondents submission? If required, will the State please advise in the response structure where they expect to see responses to these sections?

States Answer: The proposal clearly states that those items are to be submitted. Furthermore, these items are/were highlighted and further explained during the pre-proposal conference. To include instruction that these should be placed at the end of your response in a clearly labeled appendix.

15. Cost Sheet

Will the State please confirm the following:

Tab Project Cost Summary – Data Migration, Training, and Year 7 of Technical Support are formatted differently, is there any meaning behind the formatting?

State's response: There is no meaning behind the formatting.

Tabs Solution Use Rights, Hosting, Maintenance, Technical Support, Hub Connection, and Help Desk for Years 2-7 are missing the \$ sign?

State's response: Please add the \$ sign.

16. VII. TERMS AND CONDITIONS – B. SPECIAL

Will the State consider the changes below to the Terms and Conditions?

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)

~~Notwithstanding any limitation in this agreement, and~~ To the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, reasonable attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation,

or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

State's Answer: This clause is derived directly from the South Carolina Consolidated Procurement Code and will not be modified.

17. VII. TERMS AND CONDITIONS – B. SPECIAL

Will the State consider the changes below to the Terms and Conditions?

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

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee'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. Indemnitee 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. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee'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 Indemnitee 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 Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee 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) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

State's Answer: This clause is derived directly from the South Carolina Consolidated Procurement Code and will not be modified.

18. VII. TERMS AND CONDITIONS – B. SPECIAL

Will the State consider the changes below to the Terms and Conditions?

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, reasonable 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]

State's Answer: This clause is derived directly from the South Carolina Consolidated Procurement Code and will not be modified.

19. VII. TERMS AND CONDITIONS – B. SPECIAL

INFORMATION USE AND DISCLOSURE (FEB 2015)

Will the State consider the changes below to the Terms and Conditions?

(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]

State's Answer: This clause is derived directly from the South Carolina Consolidated Procurement Code and will not be modified.

20. VII. TERMS AND CONDITIONS – B. SPECIAL

DHEC'S BUSINESS ASSOCIATE AGREEMENT (DHEC – MAR 2013)

Will the State consider the changes below to the Terms and Conditions?

IV. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- a. Business Associate must notify Covered Entity by the most expedient manner within one business day of any use or disclosure of PHI or EPHI not authorized by this Agreement or in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware, or of any suspected or actual Security Incident or Breach, unless delayed in accordance with 45 CFR §164.412. Business Associate must notify Covered Entity ~~immediately~~ promptly upon the law enforcement delay being lifted.
- b. Business Associate must ensure that any agent or subcontractor to whom it provides PHI received from Covered Entity, or that creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees to the same substantially similar restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including this paragraph, and agrees to implement reasonable and appropriate safeguards to protect such PHI, including the safeguards required by paragraph IV.c and IV.d above with respect to PHI. Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and must mitigate the effects of such violation.
- c. Business Associate must provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity ~~or, as directed by Covered Entity, to an Individual~~ in order to fulfill the requirements of 45 CFR § 164.524 if the Business Associate has PHI in a designated record set. If Business Associate receives a request directly from an Individual, Business Associate will direct the Individual to the Covered Entity.
- d. Business Associate will provide to Covered Entity ~~or an Individual~~, in the time and manner reasonably designated by Covered Entity, information collected in accordance with Section IV.k of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. In addition, Business Associate agrees to make PHI available for purposes of accounting of disclosures as required by Section 164.528 of the Privacy Rule and Section 13405(c)(3) of HITECH, 42 U.S.C. § 17935(c)(3). If the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate must within five (5) days of a request forward it to Covered Entity in writing.

State's Answer: The clause will not be modified.

21. VII. TERMS AND CONDITIONS – B. SPECIAL

Will the State consider the changes below to the Terms and Conditions?

VII. INDEMNIFICATION (the following does not apply to other government agencies or political subdivisions)

Business Associate agrees to indemnify and hold harmless Covered Entity from any claims, demand, suit, loss, liability, or administrative penalties that the Covered Entity may sustain as a result of the Business Associate's breach of this Agreement, including any breach of confidentiality by a person to whom the Business Associate has disclosed information pursuant to this Agreement; provided, however, that the Business Associate must not hold the Covered Entity harmless from any claims, demands or causes of action arising or resulting directly or indirectly from negligence of the Covered Entity, its officers, agents, representatives or employees, or any person or entity not subject to the Business Associate's supervision or control. This indemnification must include reasonable expenses including attorney's fees incurred by defending such claims and damages incurred by reason of the Business Associate's failure to comply with applicable laws and regulations or for damages caused by

the Business Associate, its employees and/or agents, including subcontractors. As a condition precedent to asserting a right of indemnity, the Covered Entity must provide timely written notice to the Business Associate of the assertion of the claim to which the right of indemnification is claimed to exist. Any limitation of liability provision included in Contract # [REDACTED] shall apply to this Business Associate Agreement.

State's Answer: This clause is derived directly from the South Carolina Consolidated Procurement Code and will not be modified.

All other terms, condition, bidding instruction, and specifications remain unchanged. If there are any question or if any confusion or uncertainty arises as a result of this amendment, it is the sole responsibility of the Offeror to contact the procurement officer for clarification. Contact information can be found in the top right-hand corner of the cover page of this amendment reference the "Duty to Inquire" in the original Request for Proposal (RFP).

Exhibit D

RFx Number	5400026425	LEAP ORBIT LLC	LOGICOY INC	BAMBOO HEALTH INC
Header Data		5500091180	5500091200	5500091127
Status	Submitted	Submitted	Submitted	Submitted
Version Nu	5	5	5	5
Net value	2,071,352.48 USD	2,380,580.00 USD	0 USD	
Currency	USD	USD	USD	
2. The offer is in accordance with the terms and conditions of this solicitation.	Yes, I am in accordance with the terms and conditions.	Yes, I am in accordance with the terms and conditions.	Yes, I am in accordance with the terms and conditions.	Yes, I am in accordance with the terms and conditions.
The bidder has read and understands all Amendments.	Yes	Yes	Yes	Yes
1. The Submitter has read and understands the terms and conditions of this solicitation.	Yes. I have read and understand the terms and conditions.	Yes. I have read and understand the terms and conditions.	Yes. I have read and understand the terms and conditions.	Yes. I have read and understand the terms and conditions.
1 Prescription Monitoring Program				
1 Net price	1 YR	295,907.50 USD	340,082.86 USD	0 USD
1 Unit of Measurement	YR	YR	YR	YR
1 Price Unit		7	7	1
1 Product ID				
1 Quantity	7 JHR	7 YR	7 YR	7 YR
1 Net value		2,071,352.48 USD	2,380,580.00 USD	3,296,004.14 USD
1 Acceptance Status				

Exhibit E

5400026425 Prescription Monitoring Program							
Bamboo Health							
Evaluation Criteria	Max Points	Eval. 1	Eval. 2	Eval. 3	Eval. 4	Eval. 5	
Technical Proposal	55	55	55	55	50	55	
PRICE	25	15.71	15.71	15.71	15.71	15.71	
Demonstration	20	20	15	20	20	20	
TOTAL	100	90.71	85.71	90.71	85.71	90.71	
Offeror's Mean Score	88.71						
Leap Orbit							
Evaluation Criteria	Max Points	Eval. 1	Eval. 2	Eval. 3	Eval. 4	Eval. 5	
Technical Proposal	55	35	45	35	40	40	
PRICE	25	25	25	25	25	25	
Demonstration	20	10	20	10	15	20	
TOTAL	100	70	90	70	80.00	85.00	
Offeror's Mean Score	79.00						
LogiCoy*							
Evaluation Criteria	Max Points	Eval. 1	Eval. 2	Eval. 3	Eval. 4	Eval. 5	
Technical Proposal	55	15	35	18	35	25	
PRICE	25	21.75	21.75	21.75	21.75	21.75	
Demonstration	20						
TOTAL	100	36.75	56.75	39.75	56.75	46.75	
Offeror's Mean Score	47.35						
<i>*Offeror did not advance to Phase II for Demonstrations</i>							

Total
270.00
78.55
95.00
443.55
Total
195.00
125.00
75.00
395.00
Total
128.00
108.75
0.00
236.75

Exhibit F

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

Intent to Award

Posting Date: October 11, 2024

Solicitation: 5400026425

Description: Prescription Monitoring Program

Agency: SC Department of Public Health

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **October 24, 2024**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

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

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

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

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

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

Contract Number: 4400035854
Awarded To: BAMBOO HEALTH INC (7000332176)
PO BOX 632037
CINCINNATI, OH 45263-2037

Total Potential Value: \$ 3,121,004.14
Maximum Contract Period: November 1, 2024 through October 31, 2031

Procurement Officer
DONALD STEWART