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Protest Decision

Matter of: Therap Services LLC

File No.: 2025-208

Posting Date: February 6, 2025

Contracting Entity: South Carolina Fiscal Accountability Authority, Division of Procurement Services, on behalf of the Department of Disabilities and Special Needs

Solicitation No.: 5400025088

Description: Electronic Health Records Software-as-a Service (System)

DIGEST

The Chief Procurement Officer (CPO) grants protest where Procurement Officer failed to adhere to procedure of the solicitation and the Procurement Code. Therap Services LLC's (Therap), protest sans exhibits is attached as Exhibit A.¹

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

¹ The CPO has attached many of Therap's exhibits as separate exhibits to this protest.

BACKGROUND

On April 27, 2023, the Division of Procurement Services (DPS) issued this solicitation on behalf of the South Carolina Department Disabilities and Special Needs (Department) requesting proposals to provide and electronic health records system (System). [Exhibit B]² This solicitation used the competitive sealed proposal source selection method per Section 11-35-1530 and Reg. 19-445.2095. On June 7, 2023, DPS republished the solicitation as Amendment #1 with changes highlighted in yellow and answers to vendor questions.³ [Exhibit C] On June 8, 2023, DPS again republished the solicitation as Amendment #2 with a change to the answer for one question. [Exhibit D] All references herein to the solicitation are to Amendment #2.

WHAT THE SOLICITATION PROVIDES FOR

6.5. EVALUATION FACTORS -- PROPOSALS (MODIFIED)

The Evaluation Panel will review and evaluate proposals to determine the Offeror's ability to meet DDSN's requirements. Proposals will be evaluated in a two-part process using the criteria described in Table 5.

Part I evaluation criteria are stated in the relative order of importance in Table 5, with the first criterion being the most important. After evaluation of offerors' proposals using the Part I evaluation criteria is complete, all responsive offerors will be ranked from the most advantageous to the least advantageous. Responsive and responsible offerors with the mathematical possibility of being the highest ranked offeror after the Part I evaluation will advance to Part II, Demonstration. Offerors required to provide a demonstration will be evaluated using the Part II criteria indicated below.

Table 5: Evaluation Criteria for Offeror's Proposal

Evaluation Criteria	Solicitation Location Used for Evaluation	Maximum Points
Part I		

² Since each Amendment republished the solicitation in its entirety, the CPO has only included the first couple of pages of this document and Amendment #1.

³ The date of issuance shown in the upper right-hand corner for this Amendment and the subsequent Amendment was the date the original solicitation was issued. The date of actual issuance comes from the Date/Time Posted shown in the South Carolina Enterprise Information System.

Evaluation Criteria	Solicitation Location Used for Evaluation	Maximum Points
Technical Response	Part 4. INFORMATION FOR OFFERORS TO SUBMIT- GENERAL, section 4.2.1 INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED) Technical Proposal-Contents and Format, consisting of sub-sections 1-8 inclusive and all portions of these sub-sections.	50
Qualifications, Knowledge, Experience	Part 5. QUALIFICATIONS, sections 5.1 QUALIFICATIONS OF OFFEROR and 5.2. QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY	25
Price-Business Proposal	Part 8. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL	20
Assumptions and Risk	Part 4. INFORMATION FOR OFFERORS TO SUBMIT-GENERAL, section 4.3 ASSUMPTIONS AND RISK	5
Total Possible Part I	100 Points	
Part II		
Demonstration	Part 6. AWARD. Demonstrate the ease, flexibility, functionality, technical and performance of the System to support the Offeror's written response to Section 4.2/4.2.1 Information for Offerors to Submit. Demonstrate that the System will achieve DDSN's needs. After the conclusion of the Demonstration, the Evaluation Panel will rescore Phase I in light of the Demonstration and score Phase II based on Section 6.6 DEMONSTRATION SCORING.	50
Total Possible Part II	50 Points	
Total Possible Part I and II	150 Points	

DEMONSTRATION

All Offerors provided an opportunity for demonstrations will be notified to schedule specific dates and times. If only one (1) Offeror is required to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

The demonstrations will be provided via a Teams video conference. The time allotted per individual Offeror may equal one (1) hour with an additional one (1) hour, i.e., two (2) hours total, to include time for Evaluation Panel member questions and Offeror's responses. The allotted times will not be exceeded. Offeror will share the demonstration's PowerPoint slides or any other written or printed media with the Procurement Officer at or before the demonstration time.

Using the demonstration agenda (Attachment), the Offeror must provide the evaluation panel with a clear and meaningful understanding of its proposed System. Offerors must address all the features of the proposed System, and positively address DDSN's needs. The Evaluation Panel may ask questions pertaining to the Offeror's demonstration. The Offeror's answers will be restricted to statements of facts, not opinions or guesses. An Offeror will not be permitted to introduce new information, ask questions, receive assessments on its proposal, or discuss pricing.

Negotiations will not be permitted at this stage in the procurement process. An Offeror may not change its proposal. 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. [06-6065-1]

By the deadline for receipt of proposals, the State received six proposals, one of which was from Therap and another from Core Solutions, Inc. (Core). [Exhibit E] The Procurement Officer found all proposals to be responsive and submitted them to the evaluation panel for evaluation per the requirements of the solicitation. After the Part I evaluation, the Procurement Officer determined that four of the offerors were eligible for the Part II evaluation – demonstrations. An examination of the scoring tabulation reveals errors in the tabulation. An analysis of the evaluation score sheets and the solicitation show that in fact all six offerors should have been invited to provide demonstrations. In any event, with correct tabulation, at the end of Part I evaluation, Therap was within nine points of Core. With demonstrations worth 50 points, Therap was very competitive vis-a-vis Core.⁴

The State invited Core, Therap, Foothold Technology, Inc., and Mitchell & McCormick, Inc. (Integrative), to provide demonstrations of their proposed Electronic Health Records application

⁴ At this point, the Department had five evaluators. One evaluator would subsequently drop out so that at the time demonstrations were scored, there were only four evaluators.

on either January 29 or February 1, 2024. The invitation included an agenda setting forth what the offerors were expected to cover in their two-hour demonstration. [Exhibit F]

Three weeks after demonstrations, one of the evaluators, Angelia Brown, sent the Procurement Officer an email stating:

Here is a list of additional comments and questions that I received from the SMEs to share with the Vendor. **Is it possible to share with Core Solutions as a follow up to the demonstration and reference call? Can we ask for a recording or PowerPoint presentation that demonstrates their response.** I put comments and questions in categories to make the process easier. This list may also be helpful with completing some details for the day in the life process.

One of the requests was for Core Solutions to provide a day in a life for a consumer. Here is the request:

“Mary E. Beasley is being evaluated for services. **Show how Ms. Beasley would be input into the system for intake and then "tracked" for Eligibility, to "admitted" to a service, to being placed with a Provider, to being transferred to a Regional Center, to capturing personal finances to include deposits, withdrawals, and Care & Maintenance.”**

Eligibility

Provide specific information on the capabilities of your system to track the eligibility intake process from start to finish to determine if a consumer is eligible for DDSN services. **Demonstrate** workflow, tracking of intake forms, ability to make system additions/changes to collect new data, ability to download data points and multiple records, assignment and tracking of task to staff and providers, auto generate letters with address for consumer, and placement of consumer on the appropriate waiting list upon approval.

Case Management

Walkthrough of the Case Management Assessment, Worksheet, Plan, and Pre-authorizations workflow from both the Case Manager and Oversight perspectives.

Behavioral Health

How does the system handle mental health assessments, treatment plans, documentation, goal tracking and outcomes? Does the EHR offer features for collaborative care, allowing secure communication and information sharing among a care team?

Facility Management

How does the system store the facility licenses and bed capacity to manage admissions, discharges, and transfers of consumers for bed placement?

Demonstrate the residential bed vacancy waitlist.

Workflow automation

Demonstrate how the solution can streamline and automate daily administrative workflows. Provide specific examples of how the solution can create automated work list and task that can be used for routing or tracking in the application to improve or enhance processes.

Reporting and Analytics

Elaborate on out of the box reporting, advanced reporting, and business intelligence tools available to DDSN staff to generate data on all modules and data collected in the system. How user-friendly are the analytics tools for non-technical staff?

Billing

Demonstrate the billing process and how documentation entered in the system will be used to generate and submit a claim to MMIS. How are authorizations and rates used for billing in the solution? Show how service directory changes are processed. Whether it's a rate change, removal or addition of services, or modification to the unit description, etc., as examples. Show the process, for both future and backdated change requests.

What capabilities does the system have to verify Medicaid eligibility in real-time?

Finance

Provide information on how the solution captures personal finances to include deposits, withdrawals, and management of multiple accounts for consumers in residential setting.

Role Level Security

Demonstrate security/roles pertaining to service providers, case management and DDSN oversight access.

Provider Management

Demonstrate how provider information is stored. For example, one of our systems provides information and this info is shown on our website for the public to view. This includes demographic information (including address, phone number, executive director's name, days and hours of operation, service name, service area by county, population type (ID/RD, HASCI, Autism, etc.).

Additional Questions

What is the best feature of your product and why?

What in the RFP is the biggest challenge for your current product?

[Exhibit G] [highlighting supplied]

The same day, the Procurement Officer sent Core a request for a video presentation of the day in the life of a consumer and associated questions verbatim to what Ms. Brown requested. [Exhibit H] Despite the use of the word demonstrate and similar words throughout the request, the Procurement Officer's communication with Core stated:

These requests constitute requests for clarification and not a "demonstration" as described in the RFP.

The Procurement Officer did not provide a similar communication seeking clarification or further demonstrations, as the case may be, to any other offeror.

On March 12, 2024, in response to the Procurement Officer's communication, Core supplied ten videos demonstrating aspects of its application. [Exhibit I] The Procurement Officer forward Core's videos and responses to two questions to the evaluation panel the following day.

On July 26, 2024, the evaluation panel finally scored demonstrations. Using the correct scoring format, the State assigned a score of 44 to Core for its demonstration and 35 to Therap.⁵ After completing Part I and Part II evaluations, Core was the highest ranked offeror and Therap was the second highest ranked offeror. Thereafter, the State entered into negotiations with Core and on January 6, 2025, posted a notice of intent to award a contract to Core. [Exhibit J] On January 21, 2025, after timely filing a notice of intent to protest, Therap protested the State's intended award of contract to Core.

DISCUSSION

Therap protests that the State engaged in unauthorized and inappropriate discussions with Core and invited only Core to provide additional demonstrations.

Under the Procurement Code, the State can seek clarification only by conducting written discussions. Section 11-35-1530(6) states:

⁵ Scores are rounded to the nearest whole number with a score of 43.5 rounded up to 44.

Discussion with Offerors. As provided in the request for proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award **for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussions.** In conducting discussions, there must be no disclosure of confidential information derived from proposals submitted by competing offerors. The board shall promulgate regulations governing discussions.

[emphasis supplied]

Relative to this matter, this section sets forth two key factors: 1) the scope of discussions—to clarify significant ambiguities in proposals—and 2) the requirements to treat all offerors fairly and equally with respect to opportunity for discussions.

Per this Section, the State Fiscal Accountability Authority adopted Regulation 19-445-2095I which states:

I. Discussions with Offerors

(1) Classifying Proposals.

For the purpose of conducting discussions under Section 11–35– 1530(6) and item (2) below, **proposals shall be initially classified in writing as:**

- (a) acceptable (i.e., reasonably susceptible of being selected for award);
- (b) potentially acceptable (i.e., reasonably susceptible of being made acceptable through discussions); or
- (c) unacceptable.

(2) Conduct of Discussions.

If discussions are conducted, the procurement officer shall exchange information with all offerors who submit proposals classified as acceptable or potentially acceptable. The content and extent of each exchange is a matter of the procurement officer’s judgment, based on the particular facts of each acquisition. **In conducting discussions, the procurement officer shall:**

- (a) Control all exchanges;
- (b) Advise in writing every offeror of all deficiencies in its proposal, if any, that will result in rejection as non-responsive;**
- (c) Attempt in writing to resolve uncertainties concerning the cost or price, technical proposal, and other terms and conditions of the proposal, if any;**

(d) Resolve in writing suspected mistakes, if any, by calling them to the offeror's attention.

(e) Provide the offeror a reasonable opportunity to submit any cost or price, technical, or other revisions to its proposal, but only to the extent such revisions are necessary to resolve any matter raised by the procurement officer during discussions under items (2)(b) through (2)(d) above.

(3) Limitations. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Ordinarily, discussions are conducted prior to final ranking. Discussions may not be conducted unless the solicitation alerts offerors to the possibility of such an exchange, including the possibility of limited proposal revisions for those proposals reasonably susceptible of being selected for award.

(4) Communications authorized by Section 11–35–1530(6) and items (1) through (3) above may be conducted only by procurement officers authorized by the appropriate chief procurement officer.

[emphasis supplied]

This Regulation sets forth a clear formal process for the conduct of discussions. This formal process is further emphasized by policy issued by the Chief Procurement Officers titled *“Competitive Sealed Proposals, Required Procedures and Guidance for Communications After Opening but Prior to Award”* (Guide). The record in this case has some glaring omissions from the requirements of the Regulation and the Guide. There is no record that the Procurement Officer was authorized to conduct discussions in this case or did so under the supervision of his supervisor.⁶ There is no written record that offers were classified as acceptable, potentially acceptable, or unacceptable. However, the evaluation panel evaluated all proposals under the Part I evaluation without any discussions. Therefore, the CPO concludes that all proposals were

⁶ On April 26, 2019, the Chief Procurement Officers authorized Procurement Managers employed by DPS to conduct discussions under the direction of their supervisor. A supervisor will authorize discussions in writing, typically via email.

acceptable, which means the Procurement Officer was required to exchange information with all offerors according to them all “fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.” But the Procurement Officer only exchanged information with Core.

As set forth in the Regulation the purpose of discussions is to resolve deficiencies in an offeror’s “proposal, if any, that will result in rejection as non-responsive,” “resolve uncertainties concerning the cost or price, technical proposal, and other terms and conditions of the proposal, if any” (i.e. per the Guide, significant ambiguities), and resolve suspected mistakes. Nothing in the Procurement Officers communication with Core identifies an issue of nonresponsiveness, ambiguity, or a suspected mistake in Core’s proposal.⁷

Much of the Procurement Officer’s communication with Core is not asking for a clarification at all but is asking for a further demonstration, and therefore evaluation, of Core’s application. Indeed, from Ms. Brown’s email, it is clear that the Department was seeking an additional demonstration of Core’s application, not clarifications as contemplated by statute and regulation.

It is a fundamental policy of the Code that offerors must be treated fairly and equally. “The code must be construed . . . to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased confidence in the procedures followed in public procurement.” S.C. Code Ann. § 11-35-20(1)(f). This concept applies throughout the entire procurement. In addition to the requirement that discussions must be conducted fairly and equally, “[e]valuations are found to be arbitrary when offerors are not treated equally in the evaluation process.” *Appeal by CBN Secure Tech.*, Case No. 2024-4. Had the State provided all offerors an additional opportunity to demonstrate for the evaluators a day in the life of a consumer, there would have been no harm. But the State did not treat all offerors equally: it only provided Core an opportunity to demonstrate a day in the life of a consumer. Regardless of

⁷ The Procurement Officer’s communications do not follow the templates given in the Guide which provide for clearly setting forth the type issue being discussed.

whether the error was in discussions or evaluation, the result was arbitrary and prejudicial. The CPO grants the protest.

Due to the foregoing defects in evaluation, the Protestant asks for a resolicitation of proposals. Normally, when granting a protest, the CPO remands the matter back to the Procurement Officer to proceed in accordance with the Procurement Code. This may include a variety of options including re-evaluation of proposals. In this case, there were defects in the Part I evaluation resulting in a defective Part II evaluation even before the State asked Core for further demonstrations. Moreover, it is impossible to quantify the damage done by engaging with one offeror to the exclusion of others before the conclusion of evaluations. Furthermore, proposals are now more than one and a half years old and are stale.⁸ Additionally, per the terms of the solicitation, offerors agreed to hold their offerors “open for a minimum of ninety (90) calendar days after the Opening Date.” These factors warrant a cancellation of this solicitation. Reg. 19-445-2097.

DECISION

For the reasons stated above, the CPO grants Therap’s protest and cancels this solicitation.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

⁸ Proposals were received on or before June 29, 2023.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2024)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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 SubscribeITs, 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.

John E. Schmidt, III
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Melissa J. Copeland
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January 21, 2025

Via Electronic Delivery to protest-itmo@itmo.sc.gov

Chief Procurement Officer
Information Technology Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

*Re: Protest of Award– Electronic Health Records Software-as-a Service (System),
Department of Disabilities and Special Needs Solicitation # 5400025088*

Dear Chief Procurement Officer:

This firm represents Therap Services LLC (“Therap”). Therap herewith submits this Protest of the selection process, evaluation and award in regard to the above matter. This protest is submitted to you as Chief Procurement Officer pursuant to S.C. Code Ann. § 11-35-4210, with respect to the above referenced solicitation and process and the Notice of Intent to Award issued to Core Solutions, Inc. (“Core”) in connection with *Electronic Health Records Software-as-a Service (System), Department of Disabilities and Special Needs Solicitation # 5400025088* (“Solicitation”). The Notice of Intent to Award was posted January 6, 2025. Therap filed a timely Notice of Protest on January 15, 2025. This Protest is timely submitted.

Background

The Solicitation was published as a Request for Proposals under S.C. Code § 11-35-1530. Therap protests the selection process, evaluation and award pursuant to S.C. Code Ann. § 11-35-4210. The grounds of this protest are set forth below. Therap reserves the right to offer facts, evidence and argument in support of the protest at any time as may be permitted by law. Therap requests due notice and a hearing at which it will present facts, evidence and argument on these issues and any others as may be properly raised under law. If for any reason a hearing will not be held, Therap requests that the CPO advise of any deadlines for the submission of evidence and argument in support of this protest.

This matter involves a request for proposals issued for the Department of Health for an Electronic Health Records Software-as-a Service (System), for the Department of Disabilities and Special Needs. According to the RFP, the goal of this project is to procure and implement a comprehensive, integrated EHR system for DDSN’s five statewide Care Facilities and the Central Office.

The RFP provided that

At minimum, the System **must**

- contain the components that meet the needs of DDSN policies, directives, and standards related to the care of individuals in residential and day supports;
- allow for configurable options to meet the ongoing needs of DDSN policies and standards, Intermediate Care Facilities for individuals with Intellectual Disabilities, and all Home and Community Based Waivers operated by DDSN; and
- provide an enterprise-wide system for approximately 18,000 current users providing service delivery statewide. Furthermore, it must be scalable to handle future growth as needed.

RFP, Amendment 2 (“RFP”), at 17 (emphasis added).

Six businesses submitted proposals. Therap submitted a responsive proposal, and was evaluated and ranked number two as shown by the Final, Bid Tabulation Scoresheet rollup:


							
Electronic Health Records RFP number 5400025088							
Details	Evaluator	Core Solutions	Foothold	Softbir	Integrative	Therap	Cerner
Written (W)	Evaluator 1 GM	59	53	49	48	47	42
Demo (D)		41	33	0	31	31	0
W	Evaluator 2 resigned						
D							
W	Evaluator 3 TM	63	48	43	71	68	37
D		45	35	0	38	41	0
W	Evaluator 4 AB	69	59	55	62	60	51
D		43	34	0	28	30	0
W	Evaluator 5 LM	71	66	45	73	65	38
D		45	31	0	34	37	0
Written + Demo Points		436	359	192	385	379	168
Price		\$8,715,755	\$10,111,577	\$0	\$21,075,576	\$8,999,775	\$0
Price Points		20	17	0	8	19	0
Total Points		456	376	192	393	398	168
Position		1	4	5	3	2	6
		LEADING VENDOR					

Exhibit (“Ex.) A.

A total of 200 points (50 per evaluator) were available for vendor Demonstrations. *RFP* at 39. Core’s final score was 58 points higher than Therap’s final score. It is evident from the above

scoring that Core's Demonstration score was significantly higher than that of every other vendor, including Therap, for every evaluator.¹

The Law, Regulations and Policy on "Discussions."

As we show below, the evaluation process showed serious and material violations of the RFP, law, regulations and policies regarding the conduct of Demonstrations and in what are asserted to be vendor "discussions" which may only be conducted in accordance with the RFP, law, regulation and policy. *See Competitive Sealed Proposals, Required Procedures and Guidance for Communications After Opening but Prior to Award, Effective: September 2021, SC Division of Procurement Services ("Policy"), Section 2.2.* The CPO is aware that S.C. Code Ann. § 11-35-1530(6) provides:

(6) Discussion with Offerors. As provided in the request for proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award ***for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussions.*** In conducting discussions, there must be no disclosure of confidential information derived from proposals submitted by competing offerors. The board shall promulgate regulations governing discussions.

S.C. Code Ann. § 11-35-1530(6) (emphasis added). In sum, the statutory purpose of discussions is to obtain clarification to assure full understanding of and responsiveness to the Solicitation requirements. The board has indeed promulgated regulations regarding discussions, sometimes called "clarifications."

Regulation 19-445-2095I sets forth the legal requirements for discussions or clarifications:

I. Discussions with Offerors

(1) Classifying Proposals.

For the purpose of conducting discussions under Section 11-35-1530(6) and item (2) below, ***proposals shall be initially classified in writing*** as:

- (a) acceptable (i.e., reasonably susceptible of being selected for award);
- (b) potentially acceptable (i.e., reasonably susceptible of being made acceptable through discussions); or
- (c) unacceptable.

¹ There were four evaluators after one withdrew.

(2) Conduct of Discussions.

If discussions are conducted, the procurement officer shall exchange information with all offerors who submit proposals classified as acceptable or potentially acceptable. The content and extent of each exchange is a matter of the procurement officer's judgment, based on the particular facts of each acquisition. ***In conducting discussions, the procurement officer shall:***

(a) Control all exchanges;

(b) Advise in writing every offeror of all deficiencies in its proposal, if any, that will result in rejection as non-responsive;

(c) Attempt in writing to resolve uncertainties concerning the cost or price, technical proposal, and other terms and conditions of the proposal, if any;

(d) Resolve in writing suspected mistakes, if any, by calling them to the offeror's attention.

(e) Provide the offeror a reasonable opportunity to submit any cost or price, technical, or other revisions to its proposal, but only to the extent such revisions are necessary to resolve any matter raised by the procurement officer during discussions under items (2)(b) through (2)(d) above.

(3) Limitations. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Ordinarily, discussions are conducted prior to final ranking. Discussions may not be conducted unless the solicitation alerts offerors to the possibility of such an exchange, including the possibility of limited proposal revisions for those proposals reasonably susceptible of being selected for award.

(4) Communications authorized by Section 11-35-1530(6) and items (1) through (3) above may be conducted only by procurement officers authorized by the appropriate chief procurement officer.

S.C. Reg. 19.445-4095I. (emphases added). This regulation shows that clarifications and discussions are not informal, general and freewheeling. They demand that 1) ***all proposals must first be classified in writing*** prior to any discussions or clarifications; 2) ***discussions may only be conducted with offerors whose proposals have been classified in writing*** as acceptable or potentially acceptable; 3) ***the Chief Procurement Officer must authorize the particular procurement officer to conduct the discussions desired in writing***; 4) ***discussions and clarifications must be narrowly designed and controlled to obtain information required to assure responsiveness and understanding of the proposals – not merely to augment or develop an offeror's proposal or offering***; 5) ***the procurement officer must control all exchanges***²; 6) the procurement officer ***must advise every offeror of deficiencies*** in its proposal if any that will result in rejection as non-responsive absent clarification; 7) the procurement officer must ***attempt to***

² The Policy uses a standard letter to ensure this is accomplished. That standard letter was not used here. *Policy*, pp. 14-15.

*resolve any uncertainties concerning cost, price, the technical proposal or terms and conditions*³; 8) the procurement officer *may use discussions to resolve in writing suspected mistakes* in the proposal; 9) the procurement officer may provide the offeror a reasonable opportunity to submit any cost or price, technical, or other revisions to its proposal, *but only to the extent such revisions are necessary to resolve any matter raised by the procurement officer during discussions* under items 2.2.2 through 2.2.4 of the Policy. The Policy is clear that Discussions are not conducted to coach offerors regarding how to enhance, expand, or improve their proposals, and that Discussions may include communications to assure an offeror's full understanding of the Solicitation requirements, *but all offerors always must be accorded fair and equal treatment. Negotiations should not involve a significant change to the Solicitation.*

The RFP Allowed Each Vendor a 2 Hour Demonstration.

As stated, the RFP provided for each vendor to give "a Demonstration," stating "Offerors required to provide a demonstration will be evaluated using the Part II criteria indicated below." *RFP* at 38. The RFP also stated that

The demonstrations will be provided via a Teams video conference. The time allotted per individual Offeror may equal one (1) hour with an additional one (1) hour, i.e., ***two (2) hours total, to include time for Evaluation Panel member questions and Offeror's responses. The allotted times will not be exceeded.*** Offeror will share the demonstration's PowerPoint slides or any other written or printed media with the Procurement Officer at or before the demonstration time.

Id. (emphases added) Further, the RFP stated "The Evaluation Panel may ask questions pertaining to the Offeror's demonstration. ***The Offeror's answers will be restricted to statements of facts, not opinions or guesses.*** An Offeror will ***not*** be permitted to introduce new information, ask questions, receive assessments on its proposal, or discuss pricing."⁴ *Id.* (emphases added).

³ The Policy states that "revisions resulting from discussions must be limited. Allow new information or revisions to existing information only to the extent required to address the ambiguity. The procurement officer can exercise some control by carefully phrasing any questions sent to an offeror." *Policy*, § 2.2.3(3). This did not take place.

⁴ The RFP also stated:

6.6 DEMONSTRATION SCORING

Following all demonstrations, the Evaluation Panel will score each Offeror's demonstration. The Evaluation Panel will use the information provided in Part 6 AWARD CRITERIA section 6.6 DEMONSTRATION AGENDA to evaluate this criterion.

6.7 FINAL SCORING

After the presentations of all demonstrations have ended, each Evaluation Panel member will rescore Phase I in light of the Demonstration and produce total and final cumulative scores by adding Phase I and Phase II scores together. The Evaluation Panel will then meet to determine award of contract.

Before The Demonstrations Were Scored, Core Alone Was Invited to Give Another Demonstration.

The record shows that each vendor delivered a Demonstration in early February of 2024 pursuant to the RFP, and under equal, strict time limits. Core gave its first Demonstration on February 1, 2024. *Ex. B.* But soon after that, only Core was given the opportunity to prepare and submit several additional, video Demonstrations of its product (ten topics in separate videos comprising hours of demonstration) that effectively doubled Core's Demonstration opportunity. Those videos are in the contract file record, too large to include here as exhibits. The Demonstrations were then scored months after the RFP Demonstrations and Core's additional demonstration were given. Not surprisingly, as shown above, Core scored best of all vendors on its Demonstration with this augmented opportunity.

The additional Core Demonstrations appear to have resulted soon after Core's original, standard Demonstration, on February 26, 2024, when one evaluator, Angelia Brown, asked for an extensive further "demonstration" from Core:

Here is a list of additional comments and questions that I received from the SMEs to share with the Vendor. ***Is it possible to share with Core Solutions as a follow up to the demonstration*** and reference call? ***Can we ask for a recording or PowerPoint presentation that demonstrates their response.*** I put comments and questions in categories to make the process easier. This list may also be helpful with completing some details for the day in the life process.

Email from Evaluator Brown to George Rozes attached as *Ex. C.* (emphasis added). This request also included a "hypothetical" case to be followed throughout the Core System, "demonstrating" how it worked at each phase. The email, the text of which was ultimately incorporated into the request to Core, specifically asks that Core to "demonstrate" vast components of its system – a system Core had already demonstrated for 2 hours like the other offerors:

- "provide a day in a life for a consumer"⁵
- "***Demonstrate*** workflow, tracking of intake forms, ability to make system additions/changes to collect new data, ability to download data points and multiple records, assignment and tracking of task to staff and providers, auto generate letters with address for consumer, and placement of consumer on the appropriate waiting list upon approval;

⁵ All vendors had already been instructed by the procurement officer to provide "a day in the life" during their original, 2 hour Demonstrations under the RFP. *Ex. D.*, Jan. 12, 2024 email. The Agenda for all of the prior, standard vendor Demonstrations is set forth in *Ex. F.*

- “**Walkthrough** of the Case Management Assessment, Worksheet, Plan, and Pre-authorizations workflow from both the Case Manager and Oversight perspectives.”
 - “**Demonstrate** the residential bed vacancy waitlist.”
 - “**Demonstrate** how the solution can streamline and automate daily administrative workflows. Provide specific examples”
 - “**Demonstrate** the billing process and how documentation entered in the system will be used to generate and submit a claim to MMIS.”
 - “**Demonstrate** security/roles pertaining to service providers, case management and DDSN oversight access.”
 - “**Demonstrate** how provider information is stored.”
- “Additional Questions : **What is the best feature of your product and why? What in the RFP is the biggest challenge for your current product?**”

Ex. E at 230-232 (emphases added). The purchasing officer described the Core videos and information in response as “extensive.” *Id.* at 201.

This extensive additional Demonstration was permitted to Core alone. It was conceived as a “demonstration” but was called a “clarification” by the procurement officer, at the last moment, in an email to Core – plainly because the procurement officer knew that it was improper and unfair for only one vendor to get a second Demonstration opportunity. *See Ex. E* at 216. A reading of the content of the request clearly shows it was not a “clarification” or “discussions,” but was an improper, unfair extension of the Demonstration opportunity to one offeror only. This is further shown by the fact that none of the statutory, regulatory or policy requirements for the conduct of “discussions” were followed. The record of the procurement contains no documentation of any determination classifying proposals as “acceptable”, “potentially acceptable” and “unacceptable.” There is no document that classifies Core’s proposal (or any proposals) as “acceptable” or “potentially acceptable.” While the RFP does provide for possible clarifications through discussions, there is no documentation in the contract file as required that written CPO authorization was obtained for any discussion under R. 19-445.2095I(4). In the past, such authorizations have been so documented, for example, *Ex. G*, attached. Further, the procurement officer did not control all exchanges as provided for by the regulation and policies, did not afford all vendors fair and equal treatment, and did not use the policy standard Form Letter for Discussions with Offerors. This request was not a clarification or discussion at all, but was instead simply a generous opportunity for only one competitor to make extensive additional Demonstration. Even Core itself recognized in its email submitting the additional hours long video presentations that this added opportunity was a demonstration. *Ex. E* at 206 (“As we hope you could see in our RFP response and in our demonstration of our platform, we believe Cx360 is an excellent match for your RFP requirements.”) This violates the laws and policies of South Carolina and is blatantly unfair. Fair and equal treatment of vendors is essential.

The fact that this is not a “clarification” addressed to Core’s proposal as required is further established by the email record. That record shows that the procurement officer asked evaluators whether this set of questions was for all demonstrating vendors, or “just Core” the answer was “A video presentation would be awesome! ***A few of the requests specifically identified Core Solution. I would like to start with them unless Panel members want to share with other vendors.***” *Ex. C.* This shows that the added Demonstration was not targeted at any specific need to clarify Core’s proposal, but was equally applicable in the same manner to all vendors. Around the same time that Core was being given the exclusive opportunity to provide additional video demonstrations and information about its products best features, another vendor, unaware that Core was invited to perform additional video demonstrations, requested the opportunity to offer information by video to highlight its value to DDSN (very like Core’s opportunity to pitch “what is the best feature of your product and why?”) and was told it was not permitted. *Ex. H.*

Rather than the procurement manager directing and controlling the communications, Core did. Core determined the content of all that they went on to “demonstrate” in the broad areas as they were asked. There was no issue of Core’s responsiveness or lack of clarity being addressed in any specific manner in the process.

Further, the request to Core included decidedly non-clarification types of sales opportunities such as “***What is the best feature of your product and why?***” The CPO is well-aware that clarifications are solely for the limited purpose of assuring responsiveness and understanding, and are not to be used as an opportunity for one vendor to “make a further sales pitch.” Yet that is exactly what the State invited, contrary to the RFP, law, regulation and policy.

Here, the alleged “Discussions” were nothing more than a further Demonstration afforded to only one vendor, Core. They did not conform in any respect to the statutory, regulatory and policy requirements governing discussions. Indeed, from the record it appears that the evaluators simply wanted only one vendor to provide an extended Demonstration, and that the decision to call this opportunity a “clarification” was a last minute decision made with knowledge that such an enhanced Demonstration opportunity for only one vendor violated the RFP (under which all vendors other than Core were limited to 2 hours), law, regulation and policy. However, merely “calling” this event a “clarification” in an e-mail does not make it so, and does not make it compliant.

The Additional Core Demonstration Prejudiced Other Vendors

Because Core alone obtained the right to conduct what amounts to a second Demonstration of its system, it is not surprising that Core far outscored all the other vendors on the 50 point Demonstration, which scoring took place long after Core gave its unique second demonstration amounting to at least another 2 hours. Evaluator comments stated that Core’s Demonstration was “in depth” and “comprehensive.” “The workflow engine/design was noteworthy.” “Demo was informative and vendor went above and beyond to provide the requested information.” *Ex. I.*

Likewise, it is telling that the “negative” comments about Therap included comments that Therap did not “did not provide a demo that was as robust” and “I thought the PowerPoint [which Therap had to use given the time limitations] fell short of what was being requested from a demo perspective” “A live presentation would have been more effective” “Offer falls short on providing a demo of the system. The demo was mostly a PowerPoint presentation.” Of another vendor, an evaluator noted “they did fall short of showing all of the capabilities required in the RFP.” *Id.*

But given the supposed “clarification” process used with Core alone, Core had twice as much time as Therap and others to demonstrate its system. And in Core’s second demonstration, it was urged to provide a walkthrough of a hypothetical case and to show every major aspect of its system in the form of a video demonstration. Not only that, Core was asked not to clarify, correct misunderstandings, or resolve ambiguities, but was invited to explain “What is the best feature of your product and why?” That is not a clarification or discussion under the law. It is a second opportunity to “sell” its product that Core alone was given.

The legal flaws in the process used were manifold, and unfair. As a result of these legal flaws Core was afforded the opportunity to conduct two Demonstrations instead of one that was provided for by the RFP and to other vendors under strict time limits that applied only to the vendors other than Core. Core alone was granted the ability to provide a live Demonstration as well as a subsequent series of recorded video Demonstrations, amounting to at least two hours of content, that each evaluator could review at their leisure prior to the scoring of Demonstrations that took place some months later.

Again, as a result, Core scored much higher in the Demonstrations. Make no mistake – every vendor would have wanted, and should have been given in fairness another 2 hours to demonstrate its product, show it working through an example hypothetical, and explaining what were the best features of their products and why. Especially when the negative comments about the other vendors were that they didn’t show enough live demonstration as compared to Core. But because other vendors were limited to 2 hours, they had to cull out information that could have been presented as “live presentation” and substitute the obviously less satisfying PowerPoint explanations.

This patent defect in the process renders it invalid. If Therap had been given an equal opportunity for its Demonstration, it could have scored enough points to win. This alone proves materiality under established Panel law.

The Flawed Process Warrants Re-Solicitation

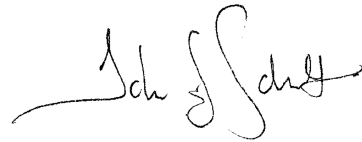
Therap refers the CPO to the relevant Policy regarding conduct of discussions. Therap alleges in this protest that each and every aspect of this policy and the associated laws and regulations was violated in this procurement. The emails in this case that show the violations in a vivid manner. And the absence in the procurement of file of the requisite findings, determinations and approvals required by the law, regulation and policy further establish the violations Therap asserts. Fair and equal treatment of vendors is a paramount requirement, and in this, the process failed.

Because the evaluation, demonstrations, discussions and “clarifications” were mishandled, the evaluation and award must be rejected as unlawful. There is no proper remedy other than re-solicitation.

Conclusion

For these reasons, and based on further evidence to be supplied from further records requested and testimony to be received, Therap requests a hearing, a continued stay, and that the award to Core be cancelled. Re-solicitation is the only viable remedy.


Very truly yours,

A handwritten signature in black ink, appearing to read "John E. Schmidt, III". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

John E. Schmidt, III

Cc: Manton Grier, Esquire, mgrier@ogc.sc.gov

Exhibit B

	<h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 10px 0 0 0;">Request for Proposal</p>	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px 5px;">Solicitation:</td> <td>5400025088</td> </tr> <tr> <td style="padding: 2px 5px;">Date Issued:</td> <td>4/27/2023</td> </tr> <tr> <td style="padding: 2px 5px;">Procurement Officer:</td> <td>GEORGE ROZES</td> </tr> <tr> <td style="padding: 2px 5px;">Phone:</td> <td>(803)737-5769</td> </tr> <tr> <td style="padding: 2px 5px;">E-Mail Address:</td> <td>grozes@mmo.sc.gov</td> </tr> <tr> <td style="padding: 2px 5px;">Mailing Address:</td> <td>SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201</td> </tr> </table>	Solicitation:	5400025088	Date Issued:	4/27/2023	Procurement Officer:	GEORGE ROZES	Phone:	(803)737-5769	E-Mail Address:	grozes@mmo.sc.gov	Mailing Address:	SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201
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Mailing Address:	SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201													

DESCRIPTION: Electronic Health Records Software-as-a Service (System)

USING GOVERNMENTAL UNIT: Department of Disabilities and Special Needs

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

SUBMIT OFFER BY (Opening Date/Time): **06/22/2023 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **05/16/2023 11:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) on-line submission and One (1) Redacted Copy submitted online,**
(See "Submitting Redacted Offers" provision Section 4 & "Submitting Confidential Data" Section 2.A.)

CONFERENCE TYPE: **Pre-Proposal**
DATE & TIME: **05/09/2023 11:00 AM**

LOCATION: **Teams**
(email grozes@mmo.sc.gov no later than
05/08/2023 11:00 A.M. for log-on instructions)

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

**AWARD &
AMENDMENTS**

Award will be posted on **08/31/2023**. 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 ninety (90) 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)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as 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 (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). **PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]**
 In-State Office Address same as Home Office Address In-State Office Address same as Notice Address **(check only one)**

Exhibit C

AMENDMENT 1

	State of South Carolina Request for Proposal	Solicitation: 5400025088 Date Issued: 4/27/2023 Procurement Officer: GEORGE ROZES Phone: (803)737-5769 E-Mail Address: grozes@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201
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DESCRIPTION: **Electronic Health Records Software-as-a Service (System)**

USING GOVERNMENTAL UNIT: **Department of Disabilities and Special Needs**

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

SUBMIT OFFER BY (Opening Date/Time): ~~06/22/2023~~ – **6/29/2023 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **05/16/2023 11:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) on-line submission and One (1) Redacted Copy submitted online,**
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CONFERENCE TYPE: **Pre-Proposal**
DATE & TIME: **05/09/2023 11:00 AM**

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

LOCATION: **Teams**

(email grozes@mmo.sc.gov no later than **05/08/2023 11:00 A.M.** for log-on instructions)

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(full legal name of business submitting the offer)

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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)

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

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

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Exhibit D

AMENDMENT 2

	<h3>State of South Carolina</h3> <p>Request for Proposal</p>	Solicitation: 5400025088 Date Issued: 4/27/2023 Procurement Officer: GEORGE ROZES Phone: (803)737-5769 E-Mail Address: grozes@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201
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USING GOVERNMENTAL UNIT: **Department of Disabilities and Special Needs**

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CONFERENCE TYPE: **Pre-Proposal**
 DATE & TIME: **05/09/2023 11:00 AM**

LOCATION: **Teams**
 (email grozes@mmo.sc.gov no later than
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Award will be posted on **08/31/2023**. 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 ninety (90) 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>

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	_____ Order Address same as Home Office Address
_____ Payment Address same as Notice Address (check only one)	_____ 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 (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). **PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]**
 _____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address **(check only one)**

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VENDORS: This Amendment 2 consists of one change: an amended response to Question 8 within the QUESTIONS and ANSWERS amended on page 62- the final page of this RFP- embedded as an Excel file.

1. SCOPE OF SOLICITATION

1.1. ACQUIRE SERVICES (MODIFIED)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]. The State Fiscal Accountability Authority (SFAA) Division of Procurement Services (DPS), Office of State Procurement (OSP) on behalf of the South Carolina Department of Disabilities and Special Needs (DDSN), seeks proposals for a hosted comprehensive online and web enabled Software as a Service (SaaS) solution (System) for Electronic Health Records (EHR) to meet the needs, business practices, security and reporting requirements of DDSN and supporting agencies including providers and federal agencies, in accordance with all terms and conditions herein.

1.2. MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 07/01/2023; End date: 06/30/2030. 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]. It is anticipated that the initial term of this Contract will be four (4) years, with three (3) one (1) year options to renew resulting in a maximum contract term of seven (7) years.

1.3. DDSN

DDSN is the state agency that plans, develops, oversees, and funds services for South Carolinians with severe, lifelong disabilities of intellectual disability, autism, traumatic brain injury and spinal cord injury and conditions related to each of these four disabilities. Our mission is to assist people with disabilities and their families in meeting needs, pursuing possibilities, and achieving life goals, and to minimize the occurrence and reduce the severity of disabilities through prevention.

2. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

2.1. 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 mean 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]

2.2. 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]

2.3. 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 about this procurement or the resulting contract. [02-2A007-1]

2.4. 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 more than 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.

2.5. 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]

2.6. 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]

2.7. 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]

2.8. 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]

2.9. 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]

2.10. 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]

2.11. 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]

2.12. DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

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

2.13. 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]

2.14. DRUG FREE WORKPLACE 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]

2.15. 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]

2.16. 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]

2.17. 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]

2.18. 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 SOUTH CAROLINA Code Section 11-35-5300. [02-2A083-1]

2.19. PROTESTS (MAY 2019)

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

2.20. 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]

2.21. 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]

2.22. QUESTIONS FROM OFFERORS (MODIFIED)

(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 in writing and received by the Procurement Officer for this solicitation no later than **date and time listed on Cover Page One**. Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email, "Questions Electronic Health Records". Questions must be submitted in an easily copied format such as MS Word or PDF.

Email: grozes@mmo.sc.gov

2.23. 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. [SOUTH CAROLINA Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

2.24. 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]

2.25. SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

2.26. 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 workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an

Amendment will be issued to reschedule the conference. Useful information may be available at:
<https://scemd.org/closings/> [02-2A120-3]

2.27. 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]

2.28. SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers,

modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

2.29. 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: SOUTH CAROLINA 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]

2.30. VENDOR REGISTRATION MANDATORY (MODIFIED)

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 Doing Business with Us. Then select 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 and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State Index - Business Entities Online - S.C. Secretary of State (sc.gov) or S.C. Department of Revenue Withholding (sc.gov).

2.31. 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

2. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

2.32. CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **See Cover Page One**

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

This solicitation includes a NON-Mandatory Pre-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to attend and participate. The purpose of the Pre-Proposal Conference is to identify items that are in error, unclear, or unduly restrictive. All conference attendees should 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.

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]

2.33. 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) 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.

[02-2B040-2]

2.34. ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." If you must submit an electronic copy other than using SCEIS, the following instructions apply. An electronic copy or copies must be submitted on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. Submit your electronic copies to the following address: State Fiscal Accountability Authority, 1201 Main Street, Suite 600, Columbia SC 29201. [02-2B070-2]

2.35. ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

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.

Help. 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.

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.

2.36. 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]

2.37. 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, OR

(b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-1]

3. SCOPE OF WORK/SPECIFICATIONS

This Scope of Work defines the services requested by DDSN for the SaaS System. Offerors are encouraged to propose alternate approaches and/or enhancements as part of their responses. An offeror may use consultants.

3.1. BACKGROUND INFORMATION:

DDSN is the South Carolina state agency that plans, develops, coordinates, and funds services for South Carolinians with the severe, lifelong disabilities of:

- intellectual disability and related disabilities
- autism spectrum disorder
- traumatic brain injury
- spinal cord injury and similar disability.

DDSN works closely with the South Carolina Department of Health and Human Services (DHHS) to deliver a range of services, including Day Programs, Employment Services, Respite, Early Intervention, and Residential programs to the individuals it serves via a network of local disability boards and private human service providers located throughout the state. DDSN accomplishes this by administering three Medicaid waivers for DHHS: Intellectual Disabilities/Related Disabilities Waiver (ID/RD), the Community Supports Waiver (CS), and the Head and Spinal Cord Waiver (HASCI). DDSN operates five regional Intermediate Care facilities for individuals.

The goal of this project is to procure and implement a comprehensive, integrated EHR system for DDSN's five statewide Care Facilities and the Central Office. At minimum, the System **must**

- contain the components that meet the needs of DDSN policies, directives, and standards related to the care of individuals in residential and day supports;
- allow for configurable options to meet the ongoing needs of DDSN policies and standards, Intermediate Care Facilities for individuals with Intellectual Disabilities, and all Home and Community Based Waivers operated by DDSN; and
- provide an enterprise-wide system for approximately 18,000 current users providing service delivery statewide. Furthermore, it must be scalable to handle future growth as needed.

3.1.1. Key Project Objectives

DDSN requests offerors help it meet the following key objectives:

- improve clinical decision making, care coordination, and population health management;
- streamline and standardize clinical and administrative workflows;
- support greater interoperability and integration with other software applications and organizational entities;
- provide more efficient and timely access to data and information to facilitate reporting to partner agencies and organizations, meet State and Federal regulatory requirements, and support DDSN organizational decision making; and
- improve revenue cycle management and financial data management and reporting

3.1.2. Project Environment

DDSN provides services to approximately 41,000 individuals of which 22,000 are receiving residential and day supports. There is currently a network of approximately 70 residential and day support providers. Through its provider network, DDSN currently serves approximately 5,000 consumers in residential placements and another 17,000 consumers who live 'at home' and receive day supports. By comparison, in 2014, the number of individuals served was 34,000. The number in residential placements was 5,200. The number living at home and receiving day supports was 3,300.

DDSN uses various methods to record information about the individuals in our system. These methods include Microsoft Office products, custom designed applications, and manual paper processes. DDSN requires a System that collects data, such as demographic information, assessments, service plans, health information, etc., to enhance DDSN's ability to track and report on information related to individuals in services and to meet state and federal requirements.

3.1.3. Project Implementation Approach

The implementation may be divided into phases. The Contractor and DDSN will develop a mutually agreed upon project plan within 45 days of contract award. The Contractor must migrate data from all DDSN Legacy systems and the existing EHR system to its databases. Data migration and integration must be completed within 180 days of contract award.

3.2. GENERAL REQUIREMENTS

3.2.1. Contractor Organization

The Contractor must have an existing SaaS system that supports the business needs, business practices, security require elements, and reporting requirements of South Carolina agencies providing disability services.

3.2.2. Security and Confidentiality

- The Contractor must enter into a business associate agreement with DDSN as required under the Health Insurance Portability and Accountability Act (HIPAA).
- The Contractor must meet all applicable electronic protected health information (e-PHI), federal and state security, and privacy rules and regulations (e.g., HIPAA, HITECH etc.).
- As rules and regulations change, the System must be updated to stay in compliance with all applicable state and federal regulations.
- The Contractor and the System must have the ability to maintain the confidentiality, integrity, and availability of all correspondence, documents, and any other such information, which may be obtained from or furnished by DDSN.

3.3. OVERALL SYSTEMS REQUIREMENTS

The following abilities are required for every Program.

- 3.3.1. Access to all information related to consumers, case managers, providers, workers, representatives, and any other entities that DDSN engages.
- 3.3.2. Report on all of the data related to all entities that DDSN engages and all of the data contained in all system modules.

- 3.3.3. Create ad hoc, customized reports using data from all system modules.
- 3.3.4. Upload and track all documents used by DDSN in its daily operations, including training.
- 3.3.5. Track training objectives, Interventions, and outcomes.
- 3.3.6. Print documents, letters, and forms.
- 3.3.7. Create customized forms and letters.
- 3.3.8. Electronically sign documents and upload signed documents.
- 3.3.9. Search on all data related to a specific function.
- 3.3.10. Create automated system and user alerts and reminders. (Level of Cares, Plans, Face to Face Visits, Required Case Management Contacts, Time Limited Eligibility) with State Level access.
- 3.3.11. Send, retain, and access secure messages.
- 3.3.12. Data Integration with Third-Party Systems.
- 3.3.13. Data Security in compliance with all current standards, regulations, and best practices.
- 3.3.14. HIPAA Compliance: The System must be compliant with the HIPAA standard for all programs to protect all consumer data stored within the system which contains Personally Identifiable information (PII).
- 3.3.15. Report module permits users to view and run reports based on security roles.
- 3.3.16. Role based security hierarchy allows roles to be assigned based on the relationship between the consumer and user. At a minimum, this must include DDSN staff, case managers, and other provider staff roles.

3.4. ELIGIBILITY

The following abilities are required for the Eligibility process.

- 3.4.1. Track eligibility from start to finish.
- 3.4.2. Complete and track an eligibility form for multiple disabilities.
- 3.4.3. Have providers complete the eligibility form and submit it to DDSN along with all accompanying documents.
- 3.4.4. Send the completed eligibility form to a psychologist for review.
- 3.4.5. Track the status and location of the eligibility form in real time; or, have a self-populating routing sheet, using the information from the eligibility form.
- 3.4.6. Complete and send a routing sheet for Autism Spectrum Disorder (ASD) consumers for review. Track the routing sheet for ASD consumers.
- 3.4.7. Generate an intake and eligibility summary report for ASD consumers.
- 3.4.8. Have consumers automatically placed on the appropriate waiver waiting list upon approval.
- 3.4.9. Track all eligibility history regardless of the consumer's status.

3.5. EARLY INTERVENTION

The following abilities are required by the Early Intervention Program.

- 3.5.1. Create a family service plan and reviews.
- 3.5.2. Create curriculum-based assessments and reviews.
- 3.5.3. Create service notes with audit, search, and reporting capability.
- 3.5.4. Retain service notes attached to the consumer as they change providers.

3.5.5. Document entry and exit outcomes.

3.6. RESIDENTIAL AND DAY/SUPPORT SERVICES

The following abilities are required by the Residential Program.

Residential

- 3.6.1. Display vacancies based on available beds compared to licenses.
- 3.6.2. Determine if a setting is male, female, or co-ed.
- 3.6.3. Sort the settings based on the service type, location, and availability.
- 3.6.4. Run a detailed report on the setting vacancies.
- 3.6.5. Identify and contact the person(s) responsible for admissions, discharges, and transfers.
- 3.6.6. Submit information to potential providers regarding a new consumer, based on location and type of home the consumer needs/wants.
- 3.6.7. Create residential vacancy lists on demand.
- 3.6.8. All vacancy lists must be kept private and out of the view of the public.
- 3.6.9. Add, change, or remove consumers to waiting lists for DDSN residential services, including level of need for each consumer (priority levels), with the ability to limit the access to perform the functions to specific DDSN staff.
- 3.6.10. Require DDSN Central Office agency approval before admitting or transferring a consumer from a nonresidential setting to a residential service, or transferring an existing residential consumer to a more restrictive residential service.
- 3.6.11. Maintain a service listing and codes.
- 3.6.12. Maintain a provider listing including dates of operation.
- 3.6.13. Maintain a program listing for each provider and service, including the number of beds for each home and the dates of operation.
- 3.6.14. Track real-time changes to the number of consumers per service, any movement within services, and consumers' funding levels to effectively maintain financial contracts for DDSN providers.
- 3.6.15. Convert existing CDSS and STS data.

Day/Support Services Waiting lists

The following abilities are required for Day/Support Services Waiting List services.

- 3.6.16. Admit, transfer, or discharge consumers to or from DDSN Day/Support services.
- 3.6.17. Add, change, or remove consumers to or from waiting lists for DDSN Day/Support services, including, if desired, the specific provider and/or program awaiting. All additions, changes, or removals must indicate a user specified effective date.
- 3.6.18. Add, change, or remove consumers to or from waiting lists for DDSN day services.

Day/Support Services Admissions/Transfers/Discharges

The following abilities are required for Day/Support Services Admissions/Transfers/Discharges services.

- 3.6.19. Display vacancies.
- 3.6.20. Display van routes.
- 3.6.21. Differentiate the licensed capacity from the current census.
- 3.6.22. Appoint a contact person regarding availability.
- 3.6.23. Search for consumers waiting for day services in any particular area.
- 3.6.24. Send information to potential day service providers regarding the consumer.
- 3.6.25. Maintain a service listing and codes.
- 3.6.26. Maintain a provider listing including dates of operation.
- 3.6.27. Maintain a program listing for each provider and service, including the number of beds for each program and the dates of operation.
- 3.6.28. Track real-time changes to the number of consumers per service, any movement within services, and consumers' funding levels to effectively maintain financial contracts for DDSN providers.
- 3.6.29. Determine the type of facility.
- 3.6.30. Track and input in which tier a consumer should be placed.
- 3.6.31. Create a workflow for admissions, discharges, and transfers. This workflow must include the consumer's name, waiver type, level of care (LOC), provider information, date of proposed action, earliest proposed action, current and proposed tiers, current facility, and proposed facility.
- 3.6.32. Submit for multi-level approval.
- 3.6.33. Track admission/enrollment dates, transfer dates, and discharge/disenrollment dates.
- 3.6.34. Scan, categorize, and upload documents related to a consumer.

Day/Support Employment Services.

The following abilities are required for the Day/Support Employment Services.

- 3.6.35. Create case notes to justify usage of service units.
- 3.6.36. Detail the location or circumstances related to service units.
- 3.6.37. Create pivot tables using criteria from the case notes for all consumers, collectively.
- 3.6.38. Track consumer employment information.
- 3.6.39. Track finances used to assist consumers with gaining employment.

3.7. INTELLECTUAL DISABILITIES/RELATED DISABILITIES (ID/RD), HEAD AND SPINAL CORD INJURIES (HASCI)

The following abilities are required by the ID/RD and HASCI Programs.

Assessments

- 3.7.1. Case management assessments linked to the plan and the worksheet.
- 3.7.2. Annual Assessments for all consumers receiving active case management.
- 3.7.3. Any additional service assessments included as attachments.
- 3.7.4. Automate the service assessments.
- 3.7.5. Update the Case Management assessment history of the initial assessment.
- 3.7.6. Modify the assessments at any time.

Plans

- 3.7.7. Coded plan (configurable).
- 3.7.8. Connect to the assessments, worksheets, and authorization.
- 3.7.9. Document specific services.
- 3.7.10. Approve for any authorized services.
- 3.7.11. Connect directly to the services for which the consumer is authorized.
- 3.7.12. Distinguish authorized services from unauthorized services.
- 3.7.13. Approve at different levels depending on the program enrollment.
- 3.7.14. DDSN and the Case Managers modify the plan as needed.
- 3.7.15. DDSN approves all changes made outside of DDSN.
- 3.7.16. Assign a reviewer or queue.
- 3.7.17. Reviewer edits the plan, sends the edits back to the Case Manager, and return to DDSN for approval.
- 3.7.18. Update in case the consumer's status changes.
- 3.7.19. Residential and day program plans accessible by shared providers (Example: Day program plan can be accessed by Residential and Case Manager providers).

Case Management

- 3.7.20. Automate and maintain Intermediate Care Facilities (ICF) and Nursing Facility LOC.
- 3.7.21. Record attendance for Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID).
- 3.7.22. Enter and edit Case Manager approval date
- 3.7.23. CM Provider History (Ability to see where the consumer was previously served).
- 3.7.24. Plan approval at the State Level.
- 3.7.25. Waiver Enrollment Module tracks slots and slot assignments, terminations, and support extensions.
- 3.7.26. Transfer cases from one provider to another.
- 3.7.27. Approve Case Management Services (MTCM/SFCM).
- 3.7.28. Reflect active or inactive case status.
- 3.7.29. View case manager history (names of current and previous case managers).
- 3.7.30. Enter and edit different types of case notes, and allows for review of previously completed case notes.
- 3.7.31. Enter and edit service authorizations, and to send those electronically. Service providers receive and access and refer back to these authorizations.
- 3.7.32. Include information about judicial admission.
- 3.7.33. Maintain waiting lists and can add, remove, and edit individuals from these waiting lists.
- 3.7.34. Move individuals from the waiting list through the waiver enrollment process and maintain historical waiver and state funded statuses (including State Funded Community Supports and State Funded Follow Along).
- 3.7.35. Review billing information by provider and time period.
- 3.7.36. Report on any data elements from Alerts and Reminders.
- 3.7.37. Add and edit diagnosis codes and report on those.

3.8. FACILITY OPERATIONS

The following abilities are required by Facility Operations and Autism Division.

- 3.8.1. Collect attendance.
- 3.8.2. Track training objectives established for consumers.
- 3.8.3. Track and maintain autism consultations.
- 3.8.4. Create annual assessments.
- 3.8.5. Create Consumer support plans.
- 3.8.6. Create residential support plans.
- 3.8.7. Create progress notes and link the notes to a plan.
- 3.8.8. Create program coordinator notes.
- 3.8.9. Record and track incidents/injuries, unusual behaviors, critical, ANE (reportable(s) in the same module to show the advancement in the level of the reportable as well as providing the response to such events). Analysis to provide the necessary tools for improvement. Data collection (multiple types/formats) linked to a plan that will calculate progress automatically.
- 3.8.10. Record delivered services.
- 3.8.11. Record appointments.
- 3.8.12. Create an appointment summary sheet.
- 3.8.13. Record appointment results and upload documents from the appointment.
- 3.8.14. Support quarterly reviews of medications.
- 3.8.15. Document and track all medications being administered. Including give justification for a medication being administered outside of the one-hour window (before or after) and justification for any medication errors.
- 3.8.16. Track, record, and upload medical screenings, vital signs, exams, and tests from doctor visits.
- 3.8.17. Record and maintain health records.
- 3.8.18. Track and monitor consumer behaviors.
- 3.8.19. Record and track incidents.
- 3.8.20. Document a plan of action for incident management.
- 3.8.21. Create an emergency data form.
- 3.8.22. Create and maintain staff schedules.
- 3.8.23. View who is working with specific consumers.
- 3.8.24. Electronically transfer records between centers and providers.
- 3.8.25. Write, acknowledge, and update medical orders electronically, including management of 90-day periods.
- 3.8.26. Allow pharmacies access to the electronic medical administration records.
- 3.8.27. Support mobile devices (ex., Apple, Android, Windows), bar codes, +/- data, prompts to raise the engagement with consumers and facilitate the writing/collection of data in a more streamlined fashion.
- 3.8.28. Archive deleted information from the User/Consumer/dropdown list that are no longer in use to increase setup and documentation. Also restore this information as needed.
- 3.8.29. Document personal, adaptive equipment and state property by consumer with reporting tools for analysis (cost, changes, additions, provided by, etc.)
- 3.8.30. Protocols or guidelines posted in the System must also be posted to the respective module to provide accurate implementation and documentation.
- 3.8.31. Transition planning documentation module allows for the planning and recording of information related to movement of consumers under CMS regulations.

3.9. FINANCE

The following abilities are required by Finance.

- 3.9.1. Create, submit, and post claims to MMIS.
- 3.9.2. Create invoices.
- 3.9.3. Track financial plans and transactions for consumer services.
- 3.9.4. Track personal funds, earned income, withdrawals, and manage multiple accounts for consumers in any residential setting.
- 3.9.5. Post the monthly care and maintenance payables to a consumer account such that during monthly processing, all consumer fees are paid to DDSN and posted to the consumer accounts in a “job” process, not manually posted by individual consumer/transactions.
- 3.9.6. Handle multiple depository institutions/accounts and to aggregate them and reconcile to individual consumer account balances.
- 3.9.7. Track vendors.
- 3.9.8. Maintain accounts receivables.
- 3.9.9. Support account reconciliation.
- 3.9.10. Connect with consumer Services Reporting, Medicaid Billing, and Payment Collection.
- 3.9.11. Balance by “provider” and residential location/program.
- 3.9.12. Support auditing.
- 3.9.13. Track special HASCI programs (ex. HASCI Resource/Drop-In Centers, HASCI Vocational Interests and Productivity, etc.).
- 3.9.14. Create and enforce budget limits.
- 3.9.15. Handle South Carolina Long Term Care reimbursements.

3.10. QUALITY MANAGEMENT

The following abilities are required by Quality Management.

- 3.10.1. View all provider relationships for each consumer.
- 3.10.2. Reviewer has access to all source documents and processes for each consumer.
- 3.10.3. Connect the licensed facility to incident management.
- 3.10.4. Connect medication error reporting to licensing based on the person or facility.
- 3.10.5. Create a list or report of DDSN licensed facilities to provide to other state investigative entities. For supervised living, the report or list must provide the names of each consumer in each unit.
- 3.10.6. Interface with the quality improvement organization to develop the comprehensive provider performance score cards.
- 3.10.7. Interface with Incident Management System developed by DHHS.
- 3.10.8. Run ad hoc reports for various data elements, including training requirements, licensing data, and incident management data for behavioral episodes.
- 3.10.9. Submit and track Medicaid fraud reports and create a report with this data.
- 3.10.10. Submit and manage complaints.

Service Provider Management

The following abilities are required to monitor and manage Service Providers.

- 3.10.11. Track and maintain facility and provider's contact information.
- 3.10.12. Track and distinguish licensed facilities from unlicensed facilities.
- 3.10.13. Maintain licensing for each facility.
- 3.10.14. Issue licenses based off the report gathered from the review process.
- 3.10.15. Link the license to the admission, discharge, and transfer process.
- 3.10.16. Describe provider type.
- 3.10.17. Create and maintain facility license information, including the capacity of the program.
- 3.10.18. Create and maintain program license information.
- 3.10.19. Link the license to the admission, discharge, and transfer process.
- 3.10.20. Submit and track site closures detailing what caused the closure.
- 3.10.21. Automatically suspend a facility for expired license(s).
- 3.10.22. Track the type of services provided, the counties serviced, and the disabilities serviced.
- 3.10.23. Identify Key Employee information for email distribution lists.
- 3.10.24. Distinguish between Active, Provisional, and Suspended licenses and provide effective dates.
- 3.10.25. Cross-check licensing status and occupancy. A suspended or fully occupied facility should not populate for an admit or transfer.

3.11. LEGACY

The following abilities are required for the System to effectively replace all Legacy systems.

CDSS (Consumer Data Support System)

- 3.11.1. Maintain intake data (demographic, address, contacts, etc.).
- 3.11.2. Maintain residential setting history for all consumers.
- 3.11.3. Maintain contacts/caregivers for all consumers.
- 3.11.4. Maintain case worker assignment history, including identifying the primary case manager for each consumer.
- 3.11.5. Maintain list of disabilities for each consumer.
- 3.11.6. Maintain referral information.
- 3.11.7. Maintain living skills level (feeding, toileting, dressing, etc.).
- 3.11.8. Maintain primary and secondary disabilities for the consumer.
- 3.11.9. Maintain brain and/or spinal cord injury data.
- 3.11.10. Open and close a consumer's case.
- 3.11.11. Maintain/submit voting registration "motor voter" data.
- 3.11.12. Maintain residency data.
- 3.11.13. Maintain consumer's competency data.
- 3.11.14. Maintain "precertification" data.
- 3.11.15. Merge cases in the event of duplication.
- 3.11.16. Convert existing CDSS data to Contractor's system.

3.12. INTERFACE

Interface/Data Sharing attributes

- 3.12.1. Tab Delimited Files
- 3.12.2. Web Services
- 3.12.3. XML
- 3.12.4. HL7
- 3.12.5. API
- 3.12.6. Other types

Interfaces' abilities

- 3.12.7. Adhere to HIPAA 5010 standards.
- 3.12.8. ISP data can generate and submit 835 transactions to MMIS.
- 3.12.9. Other data sources generate and submit 835 transactions to MMIS, e.g., Residential, Genetic.
- 3.12.10. Retrieve 837 transactions and reconcile with submitted 835 transactions.
- 3.12.11. Inquire on Medicaid eligibility information via 270 transactions.
- 3.12.12. Retrieve and process Medicaid eligibility information via 271 transactions.
- 3.12.13. Retrieve and process accounts receivable files from DHHS.
- 3.12.14. Retrieve and process Medicaid Part D Rates File from DHHS.
- 3.12.15. Retrieve and process Provider information from DHHS.
- 3.12.16. Retrieve and process Claims information from DHHS.

- 3.12.17. Generate Motor Voter transactions and transfer to Election Commission.
- 3.12.18. Interface with Electronic Visit Verification via API.
- 3.12.19. Interface with other modules, e.g., Incident Management Module, Service Provider Management Module.
- 3.12.20. Interface with SCEIS, e.g., staff scheduling.
- 3.12.21. Generate and transfer data for requests made by outside entities, e.g., South Carolina Office of Research and Statistics. These requests may be ongoing (scheduled) or may be one-time requests.
- 3.12.22. Interface with BabyNet for documented services for children 0-2 years old.

3.13. TRAINING

The successful Offeror will deliver training in accordance with the Training Plan. DDSN requests the Offeror use a train-the-trainer approach to teach Providers and the five DDSN Regional Centers how to use all aspects of the system. The objective of this approach is to equip the Providers and Regional Centers with the necessary training and support materials to effectively conduct training in sites across the state.

The Offeror must provide training for all DDSN Central Office users onsite or by virtual session, as deemed appropriate by DDSN and the Offeror. Training will be conducted and scheduled by module in multiple phases until all Providers and DDSN staff are trained.

The Offeror must provide training for new Providers that qualify to provide DDSN services. In addition, DDSN requests the successful offeror provide recorded training sessions, a suite of online training modules, and periodic live webinar training sessions at no additional cost.

3.14. SUMMARY OF ANTICIPATED PROJECT PHASES, ACTIVITIES, DELIVERABLES, AND MILESTONES

This sub-section describes the anticipated project phases and the activities that the successful Offeror will be responsible for completing within each phase, as well as the associated deliverables and milestones. The phases may be concurrent and activities may not all occur in the order outlined. The phases, activities, deliverables, and milestones may be adjusted by DDSN based on offeror responses suggesting alternative approaches to complete the scope of work required to successfully implement and support the EHR system.

The following table summarizes the anticipated high-level project phases, activities, deliverables and milestones.

Table 1: Project Phases, Activities, Deliverables, and Milestones

Description	
Phase 1: Project Initiation and Management	
Activity 1	Initiate Project
Deliverable 1.1	Project Management Plan
Deliverable 1.2	Project Schedule
Deliverable 1.3	Project Kickoff Meeting

Description	
<i>Milestone 1: Project Initiation Complete</i>	
Activity 2	Provide Ongoing Project Management
Deliverable 2.1	Weekly Status Reports
Deliverable 2.2	Semi-Monthly Project Team Meetings
Phase 2: System Design, Build, and Validation	
Activity 3	Perform Gap Analysis
Deliverable 3.1	Gap Analysis and Report
Activity 4	Develop Draft and Final Requirements Traceability Matrix
Deliverable 4.1	Preliminary Requirements Traceability Matrix
<i>Milestone 2: System Requirements Confirmed</i>	
Activity 5	Develop Test Plan
Deliverable 5.1	Test Plan
Activity 6	Perform Software Configuration and Customization
Deliverable 6.1	Software Configuration and Customization Management Plan
Deliverable 6.2	Configured and Customized Software
<i>Milestone 3: EHR Software Configured and Customized</i>	
Activity 7	Develop System Interfaces
Deliverable 7.1	System Interface Plan
Deliverable 7.2	Developed and Functional System Interfaces
<i>Milestone 4: Interfaces Completed</i>	
Activity 8	Oversee UAT
Deliverable 8.1	UAT Scripts
Deliverable 8.2	State-Accepted Version of EHR Software
<i>Milestone 5: EHR Software Accepted by the State</i>	
Activity 9	Perform Additional Testing
Deliverable 9.1	Results from all Testing Phases
Deliverable 9.2	Final Requirements Traceability Matrix
<i>Milestone 6: All System Testing Completed</i>	
Activity 10	Provide Software Licenses
Deliverable 10.1	Software Licenses
<i>Milestone 7: Software Licenses Provided to the State</i>	
Phase 3: Implementation	
Activity 11	Develop Implementation Plan
Deliverable 11.1	Implementation Plan
Activity 12	Provide Training
Deliverable 12.1	Training Plan
Deliverable 12.2	Training Packet
Deliverable 12.3	Train-the-Trainer Sessions
<i>Milestone 8: Training of State Trainers Completed</i>	
Activity 13	Develop System Documentation and Other Resources
Deliverable 13.1	System Documentation
Activity 14	Perform Pilot Deployment
Deliverable 14.1	Support for Development of Pilot Plan
Deliverable 14.2	Onsite Support for Pilot Implementation

Description	
<i>Milestone 9: Pilot Completed</i>	
Activity 15	Perform Go-Live and Deployment
Deliverable 15.1	Onsite Support for System Go-Live at the designated command center
<i>Milestone 10: State Acceptance and Sign-Off on Production System at all Sites</i>	
Phase 4: Post-Implementation and Project Closeout	
Activity 16	Provide Post-Implementation Support
Deliverable 16.1	Post-Implementation Support Plan
Deliverable 16.2	Ongoing Support and Maintenance in Operations
Activity 17	Perform Project Closeout
Deliverable 17.1	Project Closeout Report and Meeting
Activity 18	Provide System Warranty
Deliverable 18.1	System Warranty
<i>Milestone 11: Transition to Ongoing Operations</i>	

3.15. DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)

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

**South Carolina Department of Disabilities and Special Needs
3440 Harden Street Extension
Columbia, SC 29203**

[03-3030-1]

4. INFORMATION FOR OFFERORS TO SUBMIT

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

You must 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 Special Instructions, Scope of Work - Qualifications. Bidding Schedule/Price Proposal, and any appropriate attachments addressed 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]

4.2. INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED)

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

4.2.1. TECHNICAL PROPOSAL

The Technical Proposal must be developed and submitted in accordance with the instructions outlined in this section. The Offeror's proposal must include a straightforward, concise description of the Offeror's capabilities that satisfy the requirements of this solicitation. Although concise, the proposals should be thorough and detailed so that DDSN may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services must include an explanation of proposed methodology, where applicable. The proposals may include additional information that the Offeror considers relevant to this solicitation.

Contents and Format

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

1. **Cover Sheet and Page Two**
2. **Table of Contents**
3. **Executive Summary:** A 2–3-page summary of your proposed System solution that meets DDSN's needs.
4. **Technical Response:** For the first portion of your Technical Response, copy all sub-sections 3.2 through 3.12 inclusive. Then respond to EACH listed required ability, feature, or attribute. **At minimum, respond using the Requirements/Capabilities Response Indicators in Table 2 for each Response. Explain your answer as needed.**

Table 2: Requirements/Capabilities Response Indicators

Indicator	Definition
Current Release	Feature/Function is included in the current software release and will be implemented by the planned go-live date as part of the proposal from offerors, in accordance with agreed upon configuration planning with the State.
Future Release	Feature/Function will be available in a future software release available to the State before system go-live, and it will be implemented in accordance with agreed upon configuration planning with the State.
Customization	Feature/Function is not included in the current software release, and is not planned to be part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Section VIII. Bidding Schedule/Price-Business Proposal.
Third Party	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified in the comments column.
Not Provided	Feature/Function cannot be provided. NOTE: This response may render the Offeror non-responsive.

For the second portion of the Technical Response, please respond to each statement below. Use the same format as the First portion of the Technical Response.

System and Application Architecture

- a) Describe how often major and minor software updates are provided, as well as the level of State resources required for minor and major updates, if any.
- b) Describe your ability to retain all user-made changes to business rules, standard screens, and standard reports when new releases of base software are installed.
- c) If the State was to pay for custom programming to meet a unique need for the department sites, please describe whether or not this customization would then be part of the normal upgrade (minor/major releases) path for the software and be supported (at no additional cost) in the future.
- d) Describe your approach to ensure scalability of the System. This includes transaction growth, upgrades, and replacement of components of the architecture, technology, and application.
- e) List the special access capabilities you provide for the State to augment your solution. These might include touch screen, imaging, voice response, computer-integrated telephony, wireless, etc.
- f) What is the system’s ability to support industry standards in areas such as communication protocols, security, electronic data interchange (EDI), object technology, and user interfaces? Please comment on any area where you do not support industry standards.
- g) List all browsers that are certified for use with the application, and describe any required browser add-ons, function enablement, etc. Please also describe any plans to use additional browsers in the future.

- h) What technology does your relational database management system (RDMS) use to ensure integrity and completion of all transactions?

Software Hosting

- i) Where are the data center and storage facilities located?
- j) What is the total number of active clients currently served by the hosted solutions provided by your company?
- k) How many years has your company provided hosted solutions?
- l) How are hosted software applications deployed for use by numerous customers?
- m) What system support availability and response times do you guarantee?
- n) How many instances of unplanned outages have your customers experienced within the past five (5) years?
- o) What is your process for notification of standard maintenance and down time?
- p) Please describe the industry data center standards, e.g., ISO 27001, that your company complies with and your compliance history and performance over the past five (5) years.
- q) Describe training received by Offeror's workforce on DDSN data handling, confidentiality, and safeguards.

Team Organization and Key Personnel

- r) State proposed team organization and key personnel assigned to this Project. List any backup personnel.
- s) State all expected resources or needs required by Offeror from DDSN to assure success.

5. **Qualifications:** Respond to the requirements in Part 5 Qualifications and sections 5.1 through 5.3 inclusive.

6. **Bidding Schedule/Price-Business Proposal:** Respond to Part 8 Price-Business Proposal.

7. Service provider security assessment

Prior to answering the following questions or statements, refer to sub-section 7.51 **SERVICE PROVIDER SECURITY REPRESENTATION**. Use the same format as the First and Second portions of the Technical Response.

- a) Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.
- b) Describe your disaster recovery and business continuity plans.
- c) What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?
- d) Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier subcontractors.

- e) List any reports or certifications that you have from properly accredited third parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?
- f) 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.
- g) Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.
- h) Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.
- i) What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
- j) How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
- k) Describe your incident response policies and practices.
- l) Identify any third party which will host or have access to government information.

8. Narrative questions

Provide responses to the following narrative questions. Use the same format as the First and Second portions of the Technical Response, Section 4.2.1 Contents and Format.

- a) What is the name and current release number of the System(s) being proposed?
- b) When will the next release be available (both minor and major releases)?
- c) How often are releases provided, and what is the process to test each release? Would the State be able to test releases in a test environment prior to pushing updates to a live environment? Does the system have the ability to roll back updates should challenges or bugs be encountered?

- d) It is the policy of the State of South Carolina that all security patches, updates, or fixes be installed as quickly as possible on all IT or telecommunications systems or devices, and must not exceed the timeframes by category included in Table 3.

Table 3: Timeframes for Security Patches, Updates, and Fixes by Category

Category	Maximum Time to Update
Critical	1 day (24 hours)
Important	3 days (72 hours)
Moderate	5 – 7 days (120 – 168 hours)

Please verify the requirement can be met by the Offeror using its proposed Solution. If the policy will not be met, please describe why not, and please provide the offeror’s solution to address the issue of security patches, updates, or fixes.

- e) Interoperability is an increasingly important aspect of all systems in the healthcare field. Please describe your experience with, and plans for addressing, interoperability of the system. Specifically, address issues such as Master Client Index (MCI), vital records, health information exchanges (HIEs), and other registries and health programs. What other third-party applications has the proposed System integrated with in the past?
- f) How does your system license and support view-only access?
- g) Describe how the proposed solution allows internal and external users to reset their own passwords.
- h) Explain how the proposed solution manages work queues for billing and/or worklists. Please explain the following:
- i) Can queues can be turned on or off? If so, how does this work? To what degree can this function be individualized by user, group of users, and site?
- j) Can information in a queue can be sorted, and if so, how?
- k) Can filters be applied to queues? If so, how does this work in the proposed solution? Is it configurable by user, group of users, and site?
- l) In narrative form, please explain how the configurability works in the solution being proposed. Describe the skills required of State staff to achieve the maximum benefit from the configurability offered by the proposed solution.
- m) DDSN currently is planning to migrate existing data to the new system. Have you worked with customers who have used this same approach? If so, what challenges have they encountered, and how have you helped them overcome them? Do you have any other recommendations for how to successfully manage the situation to minimize the impact on staff and clients?
- n) Please provide recommendations for archiving existing data that will not be migrated into the new system.
- o) What strategic decisions are your firm making, and what direction is your firm is taking (related to the System being proposed)?
- p) What sets the proposed System apart from your firm’s competitors?

- q) Please provide a clear description of project management responsibilities that are expected to be performed by the State versus the successful offeror’s project team.
- r) Based on information provided in this solicitation and experience working with other health departments, what are the most significant risks to this project, and how do you plan to mitigate these risks?
- s) What is your process for monitoring, escalating, and resolving issues that arise during the project?
- t) Based on current client obligations, what is the earliest you can begin activities after contract signing? What activities would the offeror expect to occur within the first sixty (60) days of contract signing?
- u) How long does the typical implementation of the System being proposed take for an organization of similar size to the State?
- v) Does your firm complete the implementation of the System being proposed, or is this effort outsourced?
- w) How do you keep your system up to date on changing State and Federal requirements and regulations? How are those changes incorporated into the software?
- x) State whether and to what extent DDSN or the Contractor can configure the System for creation of the items in Table 4.

Table 4: Levels of configuration for various outputs

Item	Fully configurable without contractor assistance	Partially configurable, requiring some degree of Contractor assistance	Requires Contractor to make the change
Forms			
Letters			
Certificates			
Screen Design			
Fields			
Edits			
Reports			
Templates			
Alerts			
Queues			

4.3. ASSUMPTIONS AND RISK

The Offeror must include any and all assumptions, additional license or subscription documents, SLAs, terms and conditions, ancillary contracts, or open-source agreements relative to their proposal. The Offeror must also submit the number and nature of exceptions (if any) such Offeror requests to the terms and conditions in Part 7 B. Special Terms and Conditions. If Offeror is submitting an exception to the limits in the Contractor’s Liability Insurance – Information Security and Privacy (Feb 2015) clause, then Offeror must submit the

coverage amounts they are proposing to provide. SFAA reserves the right to negotiate the terms and conditions of any such Contractor-supplied terms, documents, and agreements or to reject. Any acceptable changes, documents, or agreements must be documented in the Record of Negotiation. If no assumptions exist or no additional agreements are required, please indicate this in your proposal.

4.4. 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 SOUTH CAROLINA certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SOUTH CAROLINA 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]

5. QUALIFICATIONS

5.1. 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]

5.2. QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MODIFIED)

This sub-section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATION, DO NOT SUBMIT AN OFFER:

- **At least three (3) years providing public health or other healthcare certified EHR solutions, OR at least two (2) successful public health EHR implementations;**
- **In continuous business for a minimum of five (5) years; and**
- **Experience working on enterprise-scale projects with multiple vendors and multiple stakeholders.**

5.3. 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]

6. AWARD CRITERIA

6.1. 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]

6.2. AWARD TO ONE OFFEROR (JAN 2006)

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

6.3. 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]

6.4. DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

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

6.5. EVALUATION FACTORS -- PROPOSALS (MODIFIED)

The Evaluation Panel will review and evaluate proposals to determine the Offeror's ability to meet DDSN's requirements. Proposals will be evaluated in a two-part process using the criteria described in Table 5.

Part I evaluation criteria are stated in the relative order of importance in Table 5, with the first criterion being the most important. After evaluation of offerors' proposals using the Part I evaluation criteria is complete, all responsive offerors will be ranked from the most advantageous to the least advantageous. Responsive and responsible offerors with the mathematical possibility of being the highest ranked offeror after the Part I evaluation will advance to Part II, Demonstration. Offerors required to provide a demonstration will be evaluated using the Part II criteria indicated below.

Table 5: Evaluation Criteria for Offeror’s Proposal

Evaluation Criteria	Solicitation Location Used for Evaluation	Maximum Points
Part I		
Technical Response	Part 4. INFORMATION FOR OFFERORS TO SUBMIT-GENERAL, section 4.2.1 INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED) Technical Proposal-Contents and Format, consisting of sub-sections 1-8 inclusive and all portions of these sub-sections.	50
Qualifications, Knowledge, Experience	Part 5. QUALIFICATIONS, sections 5.1 QUALIFICATIONS OF OFFEROR and 5.2. QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY	25
Price-Business Proposal	Part 8. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL	20
Assumptions and Risk	Part 4. INFORMATION FOR OFFERORS TO SUBMIT-GENERAL, section 4.3 ASSUMPTIONS AND RISK	5
Total Possible Part I		100 Points
Part II		
Demonstration	Part 6. AWARD. Demonstrate the ease, flexibility, functionality, technical and performance of the System to support the Offeror’s written response to Section 4.2/4.2.1 Information for Offerors to Submit. Demonstrate that the System will achieve DDSN’s needs. After the conclusion of the Demonstration, the Evaluation Panel will rescore Phase I in light of the Demonstration and score Phase II based on Section 6.6 DEMONSTRATION SCORING.	50
Total Possible Part II		50 Points
Total Possible Part I and II		150 Points

DEMONSTRATION

All Offerors provided an opportunity for demonstrations will be notified to schedule specific dates and times. If only one (1) Offeror is required to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

The demonstrations will be provided via a Teams video conference. The time allotted per individual Offeror may equal one (1) hour with an additional one (1) hour, i.e., two (2) hours total, to include time for Evaluation Panel member questions and Offeror’s responses. The allotted times will not be exceeded. Offeror will share the demonstration’s PowerPoint slides or any other written or printed media with the Procurement Officer at or before the demonstration time.

Using the demonstration agenda (Attachment), the Offeror must provide the evaluation panel with a clear and meaningful understanding of its proposed System. Offerors must address all the features of the proposed System, and positively address DDSN's needs. The Evaluation Panel may ask questions pertaining to the Offeror's demonstration. The Offeror's answers will be restricted to statements of facts, not opinions or guesses. An Offeror will not be permitted to introduce new information, ask questions, receive assessments on its proposal, or discuss pricing.

Negotiations will not be permitted at this stage in the procurement process. An Offeror may not change its proposal. 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. [06-6065-1]

6.6. DEMONSTRATION SCORING

Following all demonstrations, the Evaluation Panel will score each Offeror's demonstration. The Evaluation Panel will use the information provided in Part 6 AWARD CRITERIA section 6.6 DEMONSTRATION AGENDA to evaluate this criterion.

6.7. FINAL SCORING

After the presentations of all demonstrations have ended, each Evaluation Panel member will rescore Phase I in light of the Demonstration and produce total and final cumulative scores by adding Phase I and Phase II scores together. The Evaluation Panel will then meet to determine award of contract.

6.8. UNIT PRICE GOVERNS (JAN 2006)

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

7. TERMS AND CONDITIONS -- A. GENERAL

7.1. 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]

7.2. 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]

7.3. 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]

7.4. 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 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. [07-7A015-2]

7.5. 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]

7.6. 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]

7.7. EFT INFORMATION (FEB 2021)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

7.8. 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]

7.9. 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]

7.10. 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]

7.11. 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]

7.12. 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]

7.13. 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 SOUTH CAROLINA Code Section 11-35-5300. [07-7A053-1]

7.14. PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.[07-7A055-4]

7.15. 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]

7.16. PURCHASE ORDERS (JAN 2006)

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

7.17. 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]

7.18. 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]

7.19. 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]

7.20. 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]

7.21. 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]

7. TERMS AND CONDITIONS -- B. SPECIAL

7.22. BANKRUPTCY - GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

7.23. INTERRUPTION OF SERVICES

The parties acknowledge and agree that interruption of the System and its operations through any form of unscheduled downtime, unavailability for use, or other causes, however brief, may have immediate consequences and significant economic impact upon the effectiveness of the System. Therefore, Contractor shall pledge all reasonable and necessary resources to resolving problems that constitute interruption of the System and its operations and shall assign resolution of such problems or interruptions as Contractor's highest priority. Contractor shall coordinate with any third-party suppliers or providers to resolve interruption of the System and its operations.

7.24. 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]

7.25. CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(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]

7.26. CONTRACTOR'S LIABILITY INSURANCE - INFORMATION SECURITY AND PRIVACY (MODIFIED)

[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) Errors and Omission Insurance Coverage must include claims for the following claims to the extent of Contractor's breach, negligence, acts, or omissions:

(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, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss 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, with the exception of patent infringement and misappropriation of trade secrets; Contractor is self-insured for patent infringement and misappropriation of trade secrets;

(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 (with the exception of patent infringement and misappropriation of trade secrets), and 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) 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.

7.27. COMPLIANCE WITH LAWS (JAN 2006)

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

7.28. CONTRACTOR PERSONNEL (JAN 2006)

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1].

7.29. 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]

7.30. 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.

7.31. 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]

7.32. 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, cancellation, 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]

7.33. INDEMNIFICATION - THIRD PARTY CLAIMS - DISCLOSURE OF INFORMATION (MODIFIED)

(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 an unauthorized 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 resulting from the misuse, unauthorized disclosure, or other misappropriation of government information in breach of its confidentiality obligations under this Contract by the 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, and 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 Indemnitees 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.

7.34. 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]

7.35. 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]

7.36. INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

Voice means all oral information regardless of transmission protocol.

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

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

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

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

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

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

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

(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]

7.37. 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]

7.38. 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 (24) 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]

7.39. 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]

7.40. 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]

7.41. OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

7.42. 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]

7.43. PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

7.44. 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]

7.45. 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-

7.46. 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 four (4) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

7.47. TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless Contractor receives notice that the State elects not to renew the contract at least thirty (30) days prior to the date of each renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

7.48. 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 ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

7.49. TERM OF CONTRACT – NON-TERMINATION OR SUSPENSION BY CONTRACTOR (DDSN)

Due to the serious impact and irreparable harm any termination of this hosting contract would have on the clients receiving services at DDSN, in which case an adequate remedy at law is highly unlikely to be available, DDSN's failure to perform its responsibilities set forth in the contract will 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 WILL NOT SUSPEND PERFORMANCE EVEN IF THE STATE FAILS TO PERFORM ANY OF ITS RESPONSIBILITIES UNDER THE CONTRACT. ANY TERMINATION HEREUNDER WILL NOT AFFECT ANY LICENSES GRANTED TO THE STATE.** Notwithstanding the foregoing, Contractor's promise not to terminate or suspend its performance will not relieve DDSN from damages otherwise recoverable by Contractor for DDSN's failure to perform, including but not limited to payment of any fees legally owed to Contractor by DDSN.

7.50. 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 Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

7.51. SERVICE PROVIDER SECURITY REPRESENTATION (MODIFIED)

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]

7.52. SERVICE LEVELS AND OTHER PERFORMANCE STANDARDS (DDSN)

Beginning on the Commencement Date (the date the System enters live production processing for DDSN's first location), Contractor will 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 will 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 DDSN 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 will not be construed to alter or supersede any Service Level set forth in the Service Level Agreement

7.53. MEASUREMENT AND MONITORING TOOLS (DDSN)

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

DDSN personnel with full access to such measurement and monitoring tools and procedures upon DDSN'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.

7.54. CONTINUOUS IMPROVEMENT (DDSN)

Throughout the Term, Contractor will exercise commercially reasonable efforts to: (a) identify ways to improve the Service Levels; and (b) identify and, subject to DDSN'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 DDSN either operationally or financially.

7.55. SERVICE LEVEL CREDITS (DDSN)

Contractor recognizes that DDSN 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 DDSN, Contractor will pay or credit to DDSN **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 will the imposition of Service Level Credits be construed as DDSN's sole or exclusive remedy for any failure to meet the Service Levels. However, if DDSN recovers monetary damages from Contractor as a result of Contractor's failure to meet a Service Level, Contractor will 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.

7.56. SYSTEM CURRENCY MAINTENANCE (DDSN)

Contractor will maintain reasonable currency for Contractor owned Software and provide maintenance and support for new releases and versions of such Software. At DDSN's direction, Contractor will 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 will do so without any increase in the Fees. For purposes of this Section, "reasonable currency" means that, unless otherwise directed by DDSN, Contractor will (i) maintain Contractor owned Software at the then current major release, and (ii) install minor Releases promptly or, if earlier, as requested by DDSN. Contractor will 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 will keep Third Party Software within release levels supported by the appropriate third-party contractor to ensure compatibility with DDSN's computer browsers and environments, and other Software or equipment components of the System.

7.57. PRIOR APPROVAL FOR SYSTEM ALTERATIONS (DDSN)

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

7.58. CONTRACTOR'S FINANCIAL RESPONSIBILITY FOR CHANGES (DDSN)

Contractor will bear all charges, fees and costs associated with any change determined by DDSN as required by 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 DDSN of operating, maintaining or supporting any impacted business process or associated Software, equipment, System, Services or materials.

7.59. PRIOR APPROVAL FOR COST OR DDSN ENVIRONMENT CHANGE (DDSN)

Contractor will make no change which may (i) increase DDSN's total cost of using the System or receiving the Services; (ii) require material changes to, or have an adverse impact on, DDSN'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 DDSN 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 DDSN 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 DDSN's retained systems and business processes interoperating with the System, or (vii) violate or be inconsistent with DDSN standards or strategic plans, without first obtaining DDSN's written approval, which approval DDSN may withhold in its sole discretion.

7.60. CONTRACTOR'S EMERGENCY CHANGES (DDSN)

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

7.61. CONTRACTOR'S IMPLEMENTATION OF CHANGES (DDSN)

Contractor must schedule and implement all changes so as not to (i) disrupt or adversely impact the business, systems or operations of DDSN, (ii) degrade System Performance Levels or the Services then being received by DDSN, or (iii) interfere with DDSN's ability to obtain the full benefit of the System and Services.

7.62. CONTRACTOR'S PLANNING FOR CHANGES (DDSN)

On a monthly basis, Contractor must prepare, with DDSN'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 must be monitored and tracked by Contractor against the applicable schedule.

7.63. SYSTEM UPDATES (DDSN)

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

7.64. TERMINATION FOR CONTRACTOR INSOLVENCY (DDSN)

In the event of filing a petition for bankruptcy by or against Contractor, DDSN has the right to terminate the Contract upon the same terms and conditions as Section 7.30 DEFAULT.

8. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

8.1. GENERAL INSTRUCTION

The Offeror's Price-Business Proposal (below) must be created and uploaded as a document separate from the Technical Proposal in SCEIS. The document should be in Word format.

8.2. PRICE PROPOSAL (MODIFIED)

Notwithstanding any other instructions herein, you must submit the following price information as a separate document. [08-8015-1]

The Offeror's Price-Business Proposal (below) will be created and uploaded as a document **separate** from the Technical Proposal in SCEIS. The document may be in Word or PDF format. Outline all costs to be incurred for the services requested in the solicitation. Provide a thorough and detailed description.

Total Cost to provide the software system solution for DDSN for the maximum seven (7) year contract term.

[OFFEROR'S NAME] PRICE-BUSINESS PROPOSAL

Total Extended Price to provide the software system solution for DDSN for the maximum seven (7) year contract term.

Item Description: Electronic Health Records SaaS System	
Year	Unit Price
Initial year 1	\$
Initial year 2	\$
Initial year 3	\$
Initial year 4	\$
Renewal year 5	\$
Renewal year 6	\$
Renewal year 7	\$
Extended Price	\$ 0.00

Outline the elements leading to the total prices listed in the table to include at minimum the following factors:

1. Implementation
2. Licenses, subscriptions
3. Training
4. Options

9. ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

A. DEMONSTRATION AGENDA

B. IMPORTANT TAX NOTICE- NONRESIDENTS ONLY

RESPONSES TO VENDORS' QUESTIONS



RFP EHR Questions
Answers amended.x

Solicitation #5400025088 Electronic Health Records Software-as-a-Service South Carolina Department of Disabilities and Special Needs DEMONSTRATION AGENDA

- A. **Introduction** – up to fifteen (15) minutes Describe your company, history, and mission.
- B. **Presentation** – up to sixty (60) minutes. See Topics below
- C. **Questions:** -- up to forty-five (45) minutes. **VENDOR MUST DECIDE and INFORM THE PROCUREMENT OFFICER IN ADVANCE if it wishes to accept panel and SME questions during the demonstration or hold questions to end of the demonstration.** During your demonstration, keep in the background the evaluation panel is interested in your response to two key global questions: How does your solution provide the best value for DDSN? How does your proposal meet and exceed DDSN requirements?

Total of A, B and C is 120 minutes. No demonstration exceeding 120 minutes will be permitted. Each vendor will be provided 120 minutes to present regardless of whether breaks are requested, communication fails, or other issues occur. The Procurement Officer will serve as timekeeper.

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TOPICS

The evaluation panel requests vendors address the following 37 topics. Vendors can present the 37 topics in any order as long as all are covered during the demonstration. Reorder the topics as you wish.

1. Workflow from a reviewer/approval point of view
2. Data entry of an **incident/event** (fall, sign/symptom of illness, peer-to-peer aggression, behavioral outburst, etc.) from the point of view of a direct care staff
3. Data entry restricted according to the annual plan requirement of the programs designed for the consumer
4. Individual's file so I can see where the different data pieces live and how the different services can be accessed, including providers, for an individual
5. Case notes (how to enter, how to access)
6. Direct care staff enters **general/ miscellaneous notes** such as parent contacts, consumer care notes, other notes relevant to patient care/happenings.
7. Professional note process for the various disciplines
8. Configuration, approval, and administration of a medication on the eMAR from the point of view of a nurse
9. Oversight functions such as missing med reports, discontinuation/addition of a medication/order change, and other available reports
10. QNPE and other required ICF medical reports
11. Training for users as part of this system to make the system operational as soon as possible
12. Writing, approval, and documentation of data collection for various training and service programs. Examples may include training objectives such as money management, activities of daily living, social skills

13. Reporting of status for training programs
14. Staff Training documentation and reporting system
15. Data collection for Restraints, Critical, Abuse Prevention
16. BSP plan, documentation/reporting mechanism for Behavior management programs
17. Reporting process for delinquency
18. Vital health issues such as seizures, intake /elimination, RT, PT, OT treatments and reporting
19. Incident management system (reporting, roles, ability to send to external agencies, etc.)
20. Standard, ad hoc, custom reporting, dashboards, and any analytics tools available to allow DDSN to report on data in the system
21. Ad hoc report creation for 90-day period
22. Creation, approval, and publishing of an Individual Support Plan. Include how the multi-disciplinary team includes annual assessments, as well as how the plan incorporates other pertinent data; updating and revising the annual plan
23. Recommendations for changes to the ISP
24. Personal Property mechanism, reports, update process
25. Assessment of needs process and integration into the annual ISP
26. Internal Communication system to users
27. Physician/medical provider orders module
28. Medical Care Plan module for consumers when an acute or chronic occurrence requires clinical assessment and monitoring on a scheduled basis. (Different than the ISP but part of the planning process)
29. Transferring a consumers file from one ICF license to another
30. Data export process
31. User provisioning process in the application to include multi-factor authentication and sync with Active Directory if available
32. Forms, documents, letters, and workflow available in the solution
33. Service code changes that require rate changes by service date related to billing and authorization for services
34. Tools for data dumps that can be used in a data warehouse or for integration with other applications
35. Security of communications
36. Customer support by phone and online ticketing service
37. Service provider management solution that includes contact information, licenses, number of beds and dates of operation

IF UNABLE TO DEMONSTRATE ANY OF THE ABOVE ITEMS OR PROPOSE A WORKAROUND, explain how you propose to meet the Solicitation's requirements







Exhibit G


Rozes, George

From: Meetze, Greg <Greg.Meetze@ddsn.sc.gov>
Sent: Monday, February 26, 2024 3:12 PM
To: Rozes, George; Brown, Angelia
Cc: McDaniel, Tommy; Manos, Lori
Subject: RE: [External] RE: RFP EHR Follow up questions and comments

I'm fine with just Core.

GREG MEETZE
Chief Information Officer

 Greg.Meetze@ddsn.sc.gov 
 Office: (803) 898-9781
 Mobile: (803) 261-9577
 3440 Harden Street Ext, Columbia, SC 29203
 www.ddsn.sc.gov



From: Rozes, George <grozes@mmo.sc.gov>
Sent: Monday, February 26, 2024 2:17 PM
To: Brown, Angelia <Angelia.Brown@ddsn.sc.gov>
Cc: Meetze, Greg <Greg.Meetze@ddsn.sc.gov>; McDaniel, Tommy <tomcdaniel@ddsn.sc.gov>; Manos, Lori <LManos@ddsn.sc.gov>
Subject: RE: [External] RE: RFP EHR Follow up questions and comments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks, Angelia.

Greg, Tommy, Lori, please weigh in on whether this request applies to other vendors or Core Solutions alone, by end of day tomorrow if possible.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology

Division of Procurement Services | SC State Fiscal Accountability Authority

Satellite Office

Trident Technical College Bldg 920 Rm 743

7000 Rivers Avenue

Charleston, SC 29406

grozes@mmo.sc.gov (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

From: Brown, Angelia <Angelia.Brown@ddsn.sc.gov>

Sent: Monday, February 26, 2024 2:07 PM

To: Rozes, George <grozes@mmo.sc.gov>

Cc: Meetze, Greg <Greg.Meetze@ddsn.sc.gov>; McDaniel, Tommy <tomcdaniel@ddsn.sc.gov>; Manos, Lori <LManos@ddsn.sc.gov>

Subject: RE: [External] RE: RFP EHR Follow up questions and comments

A video presentation would be awesome! A few of the request specifically identified Core Solution. I would like to start with them unless Panel members want to share with other vendors.


Thank you,


ANGELIA BROWN

IT MANAGER II

 Angelia.Brown@ddsn.sc.gov



 803-898-9705

 803-587-0604

 3440 Harden Street Ext, Columbia, SC 29203

 www.ddsn.sc.gov



From: Rozes, George <grozes@mmo.sc.gov>

Sent: Monday, February 26, 2024 2:00 PM

To: Brown, Angelia <Angelia.Brown@ddsn.sc.gov>

Cc: Meetze, Greg <Greg.Meetze@ddsn.sc.gov>; McDaniel, Tommy <tomcdaniel@ddsn.sc.gov>; Manos, Lori <LManos@ddsn.sc.gov>

Subject: RE: [External] RE: RFP EHR Follow up questions and comments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Angelia, is the entire request below aimed at Core Solutions and not the other vendors? If so, that is fine, I just need to know. If not, are the other vendors included?

As for content, I am fine with the request. I recommend a video presentation response, compressed (no 4K, etc.)



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology

Division of Procurement Services | SC State Fiscal Accountability Authority

Satellite Office

Trident Technical College Bldg 920 Rm 743

7000 Rivers Avenue

Charleston, SC 29406

grozes@mmo.sc.gov (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

From: Brown, Angelia <Angelia.Brown@ddsn.sc.gov>

Sent: Monday, February 26, 2024 12:25 PM

To: Rozes, George <grozes@mmo.sc.gov>

Cc: Meetze, Greg <Greg.Meetze@ddsn.sc.gov>; McDaniel, Tommy <tomcdaniel@ddsn.sc.gov>; Manos, Lori <LManos@ddsn.sc.gov>

Subject: [External] RE: RFP EHR Follow up questions and comments

George,

Here is a list of additional comments and questions that I received from the SMEs to share with the Vendor. Is it possible to share with Core Solutions as a follow up to the demonstration and reference call? Can we ask for a recording or PowerPoint presentation that demonstrates their response. I put comments and questions in categories to make the process easier. This list may also be helpful with completing some details for the day in the life process.

One of the requests was for Core Solutions to provide a day in a life for a consumer. Here is the request:

“Mary E. Beasley is being evaluated for services. Show how Ms. Beasley would be input into the system for intake and then "tracked" for Eligibility, to "admitted" to a service, to being placed with a Provider, to being transferred to a Regional Center, to capturing personal finances to include deposits, withdrawals, and Care & Maintenance.”

Eligibility

Provide specific information on the capabilities of your system to track the eligibility intake process from start to finish to determine if a consumer is eligible for DDSN services. Demonstrate workflow, tracking of intake forms, ability to make system additions/changes to collect new data, ability to

download data points and multiple records, assignment and tracking of task to staff and providers, auto generate letters with address for consumer, and placement of consumer on the appropriate waiting list upon approval.

Case Management

Walkthrough of the Case Management Assessment, Worksheet, Plan, and Pre-authorizations workflow from both the Case Manager and Oversight perspectives.

Behavioral Health

How does the system handle mental health assessments, treatment plans, documentation, goal tracking and outcomes? Does the EHR offer features for collaborative care, allowing secure communication and information sharing among a care team?

Facility Management

How does the system store the facility licenses and bed capacity to manage admissions, discharges, and transfers of consumers for bed placement? Demonstrate the residential bed vacancy waitlist.

Workflow automation

Demonstrate how the solution can streamline and automate daily administrative workflows. Provide specific examples of how the solution can create automated work list and task that can be used for routing or tracking in the application to improve or enhance processes.

Reporting and Analytics

Elaborate on out of the box reporting, advanced reporting, and business intelligence tools available to DDSN staff to generate data on all modules and data collected in the system.

How user-friendly are the analytics tools for non-technical staff?

Billing

Demonstrate the billing process and how documentation entered in the system will be used to generate and submit a claim to MMIS.

How are authorizations and rates used for billing in the solution? Show how service directory changes are processed. Whether it's a rate change, removal or addition of services, or modification to the unit description, etc., as examples. Show the process, for both future and backdated change requests.

What capabilities does the system have to verify Medicaid eligibility in real-time?

Finance

Provide information on how the solution captures personal finances to include deposits, withdrawals, and management of multiple accounts for consumers in residential setting.

Role Level Security

Demonstrate security/roles pertaining to service providers, case management and DDSN oversight access.

Provider Management

Demonstrate how provider information is stored. For example, one of our systems provides information and this info is shown on our website for the public to view. This includes demographic information (including address, phone number, executive director's name, days and hours of operation, service name, service area by county, population type (ID/RD, HASCI, Autism, etc.).

Additional Questions



What is the best feature of your product and why?


What in the RFP is the biggest challenge for your current product?


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


Thank you,


ANGELIA BROWN
IT MANAGER II

 Angelia.Brown@ddsn.sc.gov 

 803-898-9705

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Rozes, George

From: Rozes, George
Sent: Monday, February 26, 2024 3:23 PM
To: Steve Herold
Subject: Request from DDSN evaluation panel

Steve:

The evaluation panel submits requests for clarification as outlined below. The panel requests Core Solutions respond with a video presentation if possible. I expect there will be an issue with submission as our agency accepts files up to only 25mb. This means you may have to “overnight” a response to me using a thumb drive or other media to handle the file size issue. Let me know what you can do and when. These requests constitute requests for clarification and not a “demonstration” as described in the RFP.

George

“Mary E. Beasley is being evaluated for services. Show how Ms. Beasley would be inputted into the system for intake and then "tracked" for Eligibility, to "admitted" to a service, to being placed with a Provider, to being transferred to a Regional Center, to capturing personal finances to include deposits, withdrawals, and Care & Maintenance.”

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Demonstrate the billing process and how documentation entered in the system will be used to generate and submit a claim to MMIS.

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Additional Questions

What is the best feature of your product and why?

What in the RFP is the biggest challenge for your current product?



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology
Division of Procurement Services | SC State Fiscal Accountability Authority
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Charleston, SC 29406
grozes@mmo.sc.gov (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

Exhibit I

Rozes, George

From: Rozes, George
Sent: Wednesday, March 13, 2024 8:17 AM
To: Angelia Brown; Greg Meetze; Lori Manos; Tommy McDaniel
Cc: Valerie Duncan
Subject: FW: [External] Core Solutions - videos to respond to requests for clarification - DDSN EHR project

All:

Below please find extensive responses to your questions and requests. **Please let me know when you have finished reviewing, and we will schedule a meeting!**



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology
Division of Procurement Services | SC State Fiscal Accountability Authority
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From: Steve Herold <sherold@coresolutionsinc.com>
Sent: Tuesday, March 12, 2024 3:58 PM
To: Rozes, George <grozes@mmo.sc.gov>
Subject: [External] Core Solutions - videos to respond to requests for clarification - DDSN EHR project

Hi Mr. Rozes,

Thank you for your work on the DDSN EHR procurement.

For the convenience of the evaluation panel members, this email contains links to recorded videos to respond to requests for clarification from the evaluation panel that we received on February 26.

Each of the ten topics have a separate video. We list the topics below, followed by a link to the Zoom video, and a passcode for each link.

Please note - at the start of some of the videos, the video may not look normal. By stopping and restarting, it should correct the issue. It only happened for me when it was displayed in full screen.

In addition to providing the links here, we will load the videos onto a flash drive and send the drive to you to be included in the record for the project, since the video links here will expire.

1) Eligibility

<https://us06web.zoom.us/rec/share/vYfDJDlBmV0rZmB6lxlOaG1Dn88cj4WVvXmxPgZ05ymqMJw6S9Nre5Om8glkwI85.bkrwV3xhw69aJZzt>

Passcode: a5%dCd.p

2) Case Management

https://us06web.zoom.us/rec/share/nNDWDrxpXrt_3XzHjVJXebxJbJ6XKIU5LA9Obf1iMIWQr4dNVdlclKFu6L64i40.2N0FNdXIkAmeFqhL

Passcode: 9H3vU5+@

3) Behavioral Health

https://us06web.zoom.us/rec/share/-1PjumpHSXUHKqKVviHJWLW8s5z2wm9z5BPO1H1Vfd9UsRzCYLFY6S_mBHKVAGwF.Auz8Ywm0YoozBf2I

Passcode: 0N*26EtN

4) Facility Management

https://us06web.zoom.us/rec/share/9WEhWD8muDR_Z5DzETQtGauECBVotxQ8wXenuGgqRDT2Y1okVESywgW6oOzNYtHm.AKqC5xNHJ3GUKkaI?

Passcode: ?0.Dg%!4

5) Workflow Automation

https://us06web.zoom.us/rec/share/Q_ispYbNV2a4XM_pOigtjercLqecY9abYQ1tukrAnQ2TBysuXniVhYiulnOKtopD.iPM5RgZzILGTs00T?

Passcode: Q3C@Q7H^

6) Reporting and Analytics

<https://us06web.zoom.us/rec/share/8vt--UOwmR4jZ8a4wK892Yw7hhaH0tzJVWJKn3wEEHgXm-o-lwNUd24M90ih-bsh.z6s8N3ldghbZumxx>

Passcode: 4Tb9U+Mq

7) Billing

https://us06web.zoom.us/rec/share/Qg2XAG-5k1vH2jldjS_sold3xAxUDGhtGsUrsf23KyRoISUmbAWCTJ_UKuY5LBcv.Z5zEFtewwoEWBA5Z

Passcode: M=i!CR86

8) Finance

https://us06web.zoom.us/rec/share/Zx0ZO8C3czR590ozQahWYDN5RDnrUm2GSQZGH0zkRMVm_B1mTEqcn7AlqsrKm_l.Ot-lJn-KVEBw4wR5?

Passcode: P*3PpqR%

9) Role Level Security

https://us06web.zoom.us/rec/share/mwPjjJDtrUF5KUxhksSQ5JVI60ikchin2-Yu0ewzrTvxCzQNa81XDybnCqmug7p.4yEM_jvbEj0hBa5M

Passcode: #ufCEX1#

10) Provider Management

<https://us06web.zoom.us/rec/share/uZhqXi5kGlw3dFZDMAasy06a4AXRpGG3ACtadAT5BkmACYBh0u1yLLdW-2j3Su9R6.weHyQNpjdPDYauOv>

Passcode: pRHU8@0f

Additional Questions

What is the best feature of your product and why?

Core Solutions Cx360 has numerous differentiators that South Carolina DDSN will benefit from, but likely the best is our modern platform. Unfortunately, our industry EHRs have not kept up with today's technological advancements, but Core has. Our look and feel is comparable to a Google or Apple experience and our platform scales to a large number of users, such as the State of New York where it is used by NY OPWDD across approx. 18,000 users with high performance. The platform includes embedded workflow and rules engines that raise efficiencies triggering notifications and alerts for any delays in a process. The result - almost nothing slips through the cracks. Security is optimized and we have successfully undergone regular NIST audits. Finally, the product is highly configurable, so important to carrying forward the best of your "special sauce" processes and addressing requirements with what comes next without the need for custom code or even our involvement.

What in the RFP is the biggest challenge for your current product?

As we hope you could see in our RFP response and in our demonstration of our platform, we believe Cx360 is an excellent match for your RFP requirements. We shared screen shots throughout our response so you would be able to see that. Our concern is more one of timing on certain advanced autism services capabilities we'd like you to have, but you are not requesting. Easterseals Midwest signed a contract with us in January of this year for Cx360. They have a very special autism services team doing some unique things with skills tracking and more, and we are adding functions to our system to enhance function to meet their needs. They are currently implementing across three states and are scheduled to go live in July of 2025. We suspect you might need to go live without these breakthrough capabilities if you are intent on a shorter than 18-month implementation timeline. We will then deliver the release with these added and differentiated capabilities shortly thereafter. Please know that during the implementation we will brief your team about the upcoming advancements and together account for this in our workflow designs.

I hope this fully responds to the evaluation panel's requests for clarification. Please reach out with any questions.

We look forward to the opportunity to contribute to the important work that DDSN is doing for the people of South Carolina.

Thank you.

Regards,

Steve

Steve Herold

Director of Business Development

Core Solutions, Inc.

o: 610.687.6080, ext. 133

w: coresolutionsinc.com



Rozes, George

From: Steve Herold <sherold@coresolutionsinc.com>
Sent: Sunday, March 10, 2024 2:13 PM
To: Rozes, George
Subject: Re: [EXTERNAL] Request from DDSN evaluation panel

Hi George,

My apology - I meant to send this update on Friday.

We have completed seven of the ten clarification videos and expect to complete them on Tuesday, or Wednesday at the latest. I will send the links to all of the videos together, as soon as we complete them, and then I'll load them onto a flash drive for delivery to you to add to the record for the procurement.

Do you know whether a USB flash drive will be acceptable? If not, please provide some direction on a format that will work for your needs.

We have completed our responses to the two questions that were asked at the end of the email requesting the videos. Would you prefer that we send those separately, or as a part of our response containing the links to the clarification videos?

Thank you. Please reach out with any questions.

Enjoy your Monday!

Steve

Steve Herold

Director of Business Development

Core Solutions, Inc.

o: 610.687.6080, ext. 133

w: coresolutionsinc.com



On Tue, Mar 5, 2024 at 8:37 AM Steve Herold <sherold@coresolutionsinc.com> wrote:
Good morning George.

Thank you for clarifying - very helpful.

Enjoy your day!

Steve

Steve Herold

Director of Business Development

Core Solutions, Inc.

o: 610.687.6080, ext. 133

w: coresolutionsinc.com



On Tue, Mar 5, 2024 at 8:35 AM Rozes, George <grozes@mmo.sc.gov> wrote:

Steve, thank you for writing. I understand the scenario relates to the rest of the request. It will not require a separate video. Hope this helps.



George Rozes | Procurement Manager II – Agency Sourcing, Information Technology

Division of Procurement Services | SC State Fiscal Accountability Authority

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7000 Rivers Avenue

Charleston, SC 29406

grozes@mmo.sc.gov (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

From: Steve Herold <sherold@coresolutionsinc.com>
Sent: Monday, March 4, 2024 5:54 PM
To: Rozes, George <grozes@mmo.sc.gov>
Subject: Re: [EXTERNAL] Request from DDSN evaluation panel

Hi George,

I hope you are well.

A quick update - we are working on the responses to the clarifications requested by the evaluation panel for the DDSN EHR procurement. Our goal is to send something via email by the end of the week. I will update you if the process will take more time. We expect to send the flash drive containing the downloaded recordings, one or two business days after we send the email to you with the links to the individual topics.

A quick question, to clarify the email that you sent listing the items to be clarified. There are ten items listed, from "Eligibility" to "Provider Management" - plus two questions, asking for the best feature and the biggest challenge. There is also a paragraph, in quotation marks, related to Ms. Beasley. Our question - is the bolded paragraph about Ms. Beasley a separate question, asking for a video showing all of the items in the paragraph, or does that paragraph relate to the ten items to follow, from "Eligibility" to "Provider Management"?

We are asking if you are expecting a separate video in response to the Ms. Beasley paragraph.

Please contact me if my question here is unclear. We want to be sure to send you what the evaluation panel needs.

Thank you.

grozes@mmo.sc.gov (843) 574-6033 (Charleston) (803) 737-5769 (Columbia)

From: Steve Herold <sherold@coresolutionsinc.com>

Sent: Monday, February 26, 2024 5:22 PM

To: Rozes, George <grozes@mmo.sc.gov>

Subject: Re: [EXTERNAL] Request from DDSN evaluation panel

Good afternoon George,

Thank you for reaching out. Core Solutions welcomes the opportunity to respond to the requests for clarification provided.

I have forwarded the information to our team, and we will get to work on our responses. Our suggestion is to record the responses on Zoom, and provide links to the recording/s for the panel's review at their convenience - and then to download the recordings to be put on media that can be retained by the State.

I will reach out again when we have a better sense for when we will complete the recordings.

Thank you.

Steve

Steve Herold
Director of Business Development
Core Solutions, Inc.

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

Intent to Award

Posting Date: January 6, 2025

Solicitation: 5400025088
Description: Electronic Health Records Software-as-a Service (System)
Agency: Department of Disabilities and Special Needs

The State intends to award contract noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **January 22, 2025**. 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 - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing by email to protest-itmo@itmo.sc.gov or by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: TBD, Term: 02/01/2025-01/31/2032 Vendor number 7000136073
Awarded To: Core Solutions, Inc.
620 Freedom Business Center Drive
Suite 400
King of Prussia, PA 19406

Potential Value **\$8,757,755.00**

Item	Description	Total Value
0001	Electronic Health Records SaaS	\$8,757,755.00

George Rozes

Procurement Officer
GEORGE ROZES