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|  |  **State of South Carolina** **Request for Proposal****Amendment Number Two** | Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address: | PEBA0202018RFP8/29/2019 David H. Quiat803.737.0562dquiat@mmo.sc.gov |

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| DESCRIPTION: **Benefits Administration System** USING GOVERNMENTAL UNIT: **South Carolina Public Employee Benefit Authority** |

 SUBMIT OFFER BY (Opening Date/Time):   **10/23/2019 11:00 AM**

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| *The Term “Offer” Means Your “Proposal”. Your offer must be submitted in a sealed package. The Solicitation Number & Opening Date should appear on the package exterior. See the clause entitled “Submitting Your Offer or Modification.”* |

 SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

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| MAILING ADDRESS:SFAA, Div. of Procurement Services, MMOPO Box 101103Columbia SC 29211  | PHYSICAL ADDRESS:SFAA, Div. of Procurement Services, MMO1201 Main Street, Suite 600Columbia SC 29201 |

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|  AWARD & AMENDMENTS | Award will be posted on **12/10/2019.**  The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://procurement.sc.gov/vendor/contract-opps/other-solicitations/peba>  |

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| You must submit a signed copy of this form with Your Offer. By submitting a proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.    (See the clause entitled “Signing Your Offer.”) |
|  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.) |  |
|  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) |  DATE SIGNED |  STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.) |

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|  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) |

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**PAGE TWO**

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| 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.)          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Area Code  -  Number  -  Extension                    Facsimile  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail Address |

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| PAYMENT ADDRESS (Address to which payments will be sent.)           \_\_\_\_Payment Address same as Home Office Address\_\_\_\_Payment Address same as Notice Address   **(check only one)** | ORDER ADDRESS (Address to which purchase orders will be sent)          \_\_\_\_Order Address same as Home Office Address\_\_\_\_Order Address same as Notice Address   **(check only one)** |

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| ACKNOWLEDGMENT OF AMENDMENTSOfferors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See the clause entitled “Amendments to Solicitation”) |
| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
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| DISCOUNT FOR PROMPT PAYMENT(See the clause entitled “Discount for Prompt Payment”) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | \_\_\_\_\_Calendar Days (%) |

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**REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION NUMBER PEBA0202018RFP**

**RESPONSES TO QUESTIONS RECEIVED PRIOR TO THE PRE-PROPOSAL CONFERENCE**

Vendor #1

1. RFP, Section 1.10.1 Proposal as Offer to Contract, page 10 AND RFP, Section 1.10.3(d) Signing Your Offer, page 11 – Please explain the difference in a Joint Bid noted on page 10 and a Joint Venture as noted on page 11.

**Response: The proposal must be submitted by one single legal entity. For a Joint Venture to meet these criteria it would need to be a formal arrangement (i.e. one that was created as a separate business entity.)**

1. RFP, Section 1.10.6 Completion of Forms/Correction of Errors – How does this paragraph apply to the submission of forms that are computer generated?

**Response: Paragraph 1.10.6 pertains to documents that are not submitted electronically.**

1. RFP, Section 1.10.9 Responsiveness / Improper Offers (c) Price Reasonableness – What criteria will be used to determine if the offer is “unreasonable as to price”?

**Response: Price reasonableness is determined by the Procurement Officer.**

1. RFP, Section 1.10.9 Responsiveness / Improper Offers (d) Unbalanced Bidding – Please explain the process and criteria that will be used to determine that a bid is materially unbalanced as described in this section.

**Response: Responsiveness / Improper Offers / Unbalanced Bidding is determined by the Procurement Officer.**

1. RFP, Part 3 Scope of Work, page 37 states “The Contractor will provide a new BAS in accordance with all requirements outlined in this Request for Proposal (including all attachments), all applicable laws, all regulations, and the Offeror’s response thereto.” Please define what is considered by PEBA to be “all” laws and regulations as stated in this section.

**Response: The language means what it says. PEBA declines to enumerate an exhaustive list of binding laws and regulations as they are naturally subject to change.**

1. RFP, Part 3 Scope of Work, page 37 states “The requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20 will be met fully, satisfactorily, and performed in their entirety in a first-class manner.” Please define what is meant by “first class manner.”

**Response: PEBA will amend Part 3, Scope of Work to remove “first-class manner” as follows: “The requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20 will be met fully and satisfactorily.”**

1. RFP, Section 3.1.3, page 48 states, “Staff Development and On-the-Job Training for PEBA Business Analysts and IT Staff.” Please explain the scope of this training. i.e., is training these audiences on the system or the job of a BA or IT Staff?

**Response: Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope.**

1. RFP, Section 3.1.3, page 48 states, “Supporting PEBA trainers for Members.” Is PEBA planning to send trainers to locations to train members or is the scope to gain knowledge to assist members who need assistance using the portal or via phone calls?

**Response: Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope. For training, please refer to section 3.15.2. The Contractor will create the training materials to be used for all audiences.**

1. RFP, Section 3.2, page 82, states, “As the System includes the service provided by the hardware and software infrastructure required for its hosting, operation, and maintenance, the Contractor will, therefore, select and enter into a written agreement with a Subcontractor (the “Government Cloud Services Subcontractor”), who will assist with the design, development, and implementation of the System infrastructure, delivered as a service, in such a manner as to allow PEBA to benefit from the pricing of such services and to promote functionality of the System.” Would PEBA be willing to discuss not using a subcontractor for the Cloud services if the contractor is a partner of a Cloud Service Provider such as MS, AWS, Google, etc.?

**Response: PEBA expects to proceed with one single prime contractor with the hosting provider as a sub-contractor.**

1. RFP, Section 3.15.1.4, page 99 states, “System usage scenarios, based on real-world examples drawn from the day-to-day workloads of typical users, that fully describe and explain the salient features and operation of the System;” Will PEBA provide the scenarios/examples to be used in the Business User Manuals?

**Response: The Contractor will create the initial scenarios and have the responsibility for developing the Business User Manuals. PEBA will help supplement the materials with additional scenarios.**

1. RFP, Section 3.15.2.1, page 101 states, “Contractor will promptly correct any deficiencies noted by PEBA in the Training Plan and Contractor will be solely responsible for any delays in the Project caused by such corrections and will not invoice PEBA for work done to correct the deficiencies to PEBA’s satisfaction.” Please define deficiencies as it relates to training or provide an example of a deficiency.

**Response: A sample deficiency would be where training materials do not accurately reflect the system or where stakeholder groups are missed.**

1. RFP, Section 3.15.2 pg. 98 states, “The Contractor will utilize multiple methods of training, including, but not limited to, web training, classroom training, and computer-based training (CBT).” There is mention of web training. Can PEBA expand on their expectations of web training? Are these external or internal trainings? Re-useable etc.?

**Response: PEBA expects that a majority of PEBA staff training will be conducted in person with reusable training material. Web-based training may be used for PEBA staff training. PEBA expects that training for employers and other outside parties would primarily be conducted electronically. All training should be developed with reusability in mind.**

1. RFP, Section 3.15.14, page 110 states that PEBA would like a “Quick Reference Business User Document,” along with the Business User Manual. Is the Quick Reference Guide to be used in lieu of the Business User Guide for processes that are uncommon or only a few people will perform them? Please explain when one document is used over the other.

**Response: The Quick Reference Business User Document is a condensed version of the material in the Business User manual. The Quick Reference Business User Document is intended to cover commonly used processes.**

1. RFP, Section 2.1.3.2, Insurance Systems – Does the Insurance/UNIX applications contain duplicate demographic data for participants from the Retirement/UNIX system? If Yes, are there any data synchronization concerns? If No, please explain how the insurance system obtains this data and how updates, changes, etc., are maintained.

**Response: The current systems include duplicated demographic information in the Insurance and Retirement systems. A separate project work stream for data conversion includes the scope of determining how to address overlapping information. A data conversion contractor is currently working on data profiling and cleansing in preparation for the BAS system project.**

1. RFP, Section 3.14.7(f) – We understand that the production data conversion is an activity for the data service contractor and the contractor will be in the supporting role for the load/validation to the production environment only. Please confirm the initiation of production data conversion is the responsibility of the data services contractor. If this is not an accurate statement, please describe PEBA’s vision for how this process should work.

**Response: The current vision is as follows. PEBA will extract data from its current systems. The data services contractor will convert the data into the BAS contractor specified load tables/format. The BAS contractor will perform the final load/verification of data into the new BAS. These teams must work collaboratively in the reconciliation of the full conversion process.**

1. RFP, Section 2.2.1, Workstream Status states that Organization Change Management and Program Management are managed by PEBA. However, RFP Section 3.1.3, Primary and Supporting Responsibilities states that Change Management is one of the primary responsibilities for the implementation vendor. Please clarify the scope of work for the contractor of this proposal, specifically in regard to change management.

**Response: Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope.**

1. RFP, Section 3.16 (b) – It is a highly recommended best practice to test BAS application with the converted data. One of the primary advantages enabled by this recommendation is to ensure that data and BAS application can work together early in the implementation phase. Please confirm that the data service contractor is responsible for ensuring the converted data is available to meet the needs of the implementation activities as per the agreed implementation plan.

**Response: Confirmed. This is a responsibility of the data services contractor.**

1. RFP Section 2.2.1 Workstream Status – We understand the data conversion is the primary responsibility of the data services contractor and it is a highly collaborative exercise between the three parties. Please confirm that the data services contractor will provide good, clean, complete and reconciled data in the format of the contractor’s data schema. Vendor’s supporting responsibilities are limited to providing the knowledge of the contractor’s data schema and validation/loading the data to the contractor’s database environments and do not include any duplicated transformation effort. If this understanding is not correct, please elaborate on the responsibilities between PEBA, the data services contractor and the contractor.

**Response: Confirmed.**

1. RFP Section 3.4.3 – RFP Section 2.2.1 states that the data services contactor will deliver the data bridges, and RFP Section 3.1.3 states that the contractor has supporting responsibility for data bridging. Please define the scope of “supporting responsibilities” as noted in Section 3.1.3 and elaborate on the responsibilities between PEBA, the data services contractor and the contractor.

**Response: Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope. Section 3.4.3, which includes back bridging, is within the scope for the BAS Contractor. “All necessary data back bridges, back feeds, and interim interfaces between the PEBA legacy systems and the new BAS during the Phase deployment of the new system will be the responsibility of the Contractor.” Back bridging will be done collaboratively with the BAS Contractor, Data Services Contractor, and PEBA.**

1. RFP Section 3.1.3 – Please define the scope of work in regard to the “supporting responsibilities” as defined in this section.

**Response: Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope.**

1. Attachment 9 Technical requirements, Requirement ID T7.9 – Please elaborate on this requirement with at least one business example/use case, so that we can understand the business need.

**Response: Examples include certain external agencies, such as medical insurance boards, insurance providers / TPAs that interface with PEBA.**

1. Attachment 9 Technical requirements, Requirement ID T7.10 – Does PEBA have a preferred tool for this requirement? Please provide the criteria for approval of the contractor’s proposed address validation tool.

**Response: PEBA currently utilizes USPS services. PEBA does not have a preferred tool. Criteria would include cost, performance, and accuracy.**

1. Attachment 9 Technical requirements, Requirement ID T1.2 – Please elaborate on this requirement with at least one business example/use case, so we can better understand the business need.

**Response: For example: retrieving contact center data to predict call volumes, resolution times, number of open items, etc. to predict future staffing needs.**

1. Attachment 9 Technical requirements, Requirement ID T8.11 – How does this requirement relate to the Print View functionality as provided by Microsoft Word, Acrobat Reader, etc.?

**Response: This requirement relates to output management. For example, generated reports must allow for online viewing.**

1. Attachment 9 Technical requirements, Requirement ID T8.17, and T8.22 – Please elaborate on the reasons for the number of concurrent users being greater than the user accounts.

**Response: The purpose was to support multiple concurrent sessions by staff. This is common in the current environment.**

1. Attachment 9 Technical requirements, Requirement ID T9.7 – Please provided additional information regarding the business need and data volume for the ad-hoc reporting. Does PEBA have any preference for dedicated vs. shared ad-hoc reporting environment?

**Response: The premise is to prevent system degradation resulting from ungoverned ‘run-away’ ad-hoc queries and to prevent storage capacity overload from report bloat. No data volume limits or reporting environment preferences have been established, as long as system performance considerations are incorporated.**

1. Attachment 9 Technical requirements, Requirement ID T10.24, and T10.33 – Is T10.24 a mandatory requirement for PEBA line of business users? Is it acceptable to integrate with the PEBA Active Directory for user authentication for PEBA line of business users, i.e. internal staff?

**Response: The capability for multifactor authentication must be supported for all users who are not authenticated through Active Directory but can be optionally and selectively implemented. Yes, it is acceptable to integrate with PEBA Active Directory for line of business users (for example, with Single Sign-On functionality).**

1. Attachment 9 Technical requirements, Requirement ID T11.17 – Please elaborate on this requirement. It is not clear if it relates to the end-user machine requirements and/or thin-client architecture.

**Response: Requirement T11.17 pertains specifically to self-service portal users. No additional software is required; only a standard, modern browser is required for access.**

1. RFP, Section 3.2 Government Cloud Services, pages 81-85 and other Government Cloud Services-related provisions – Please confirm PEBA would be willing to discuss/negotiate potential changes to the Government Cloud Services vendor contract terms.

**Response: Please provide specific suggested revisions. PEBA requires prospective Offerors to present any deviations, modifications, or clarifications to the technical and/or functional requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20, or the terms and conditions in Part 6, Terms and Conditions, however modest, during the question and answer phase. The final deadline for questions is September 9, 2019, 11 am.**

1. RFP, Section 3.7.2 (b) (3) Key Personal, page 88. Please clarify that the required qualifications of replacement personnel are the qualifications relevant to their roles in the Project, as follows:

Contractor will: (i) ensure that any replacement candidate proposed by Contractor has qualifications of substantial similarity to the qualifications of the individual being replace, with respect to the roles assigned to the replaced candidate, and such replacement will not delay the Project; and (ii) use reasonable efforts to ensure that such replacement has served on the Project in another role and had not been previously removed due to PEBA’s request. Notwithstanding the foregoing, such replacement of the Key Personnel will not be permitted to serve in more than one Project role. Accordingly, if the replacement is being removed from another role for the Project, the Contractor will have to not only replace the Key Personnel but also the role the replacement is vacating.

**Response: Confirmed. PEBA will amend section 3.7.2 (b) (3) Key Personal.**

1. RFP, Section 3.7.3 (a) Account Management, page 89. Please clarify that PEBA’s right to require the removal or replacement of Contractor Personnel, Key Personnel, and Subcontractor personnel is limited to circumstances in which the removal or replacement is reasonable. Would the following clarification be acceptable?

The Contractor will promptly and without delay remove or reassign any Contractor Personnel, Key Personnel, or Subcontractor personnel assigned to this contract who ~~are found unacceptable by~~ PEBA reasonably determines should be removed or replaced for cause. The Contractor will replace the employee within thirty (30) calendar days by another employee with acceptable experience and skills, subject to PEBA’s prior written approval. Such approval will not be unreasonably withheld or delayed.

**Response: No. The requested change is not accepted.**

1. RFP, Section 3.14.7 (e), page 96, addresses acceptance and rejection of Deliverables, but does not establish a time period in which that acceptance and rejection should be completed. Can we establish a time limit for the acceptance or rejection to be completed?

**Response: No. The requested change is not accepted.**

1. RFP, Section 3.14.7 (f), page 96 gives PEBA the right to determine when User Acceptance Testing is complete. Can that discretion be limited to a reasonable determination, such as:

When ~~to the satisfaction of~~ PEBA ~~and~~ reasonably determines that the System is ready to be implemented PEBA will issue a final Certificate of Acceptance to the Contractor to initiate the production data conversion and implementation for Go Live.

**Response: No. The requested change is not accepted.**

1. RFP, Section 3.14.7 (g), page 96. This provision gives PEBA the discretion to determine when security issues can delay acceptance. Can that discretion be limited to a reasonable determination, such as:

The specific criteria for acceptability will be determined in each relevant test plan, however, generally Deliverables, Phases, and the System ~~will~~ may be rejected if PEBA reasonably determines the Severity of the Defects are Critical or Major, or the Priority of the issues are Critical or High.

**Response: No. The requested change is not accepted.**

1. RFP, Section 3.15.1.8 (a), page 100, Would PEBA consider the following modifications:
2. Use industry standard methods to protect ~~Protect~~ all information and information systems in order to maintain ~~ensure~~:
* Integrity, which means guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity;
* Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
* Availability, which means ~~ensuring~~ timely and reliable access to and use of information.

**Response: PEBA agrees to change “ensure” to “maintain” and to delete “ensuring” from the third bullet point, but rejects the addition of “Use industry standard methods to . . .”.**

1. RFP, Section 3.15.3.4 Turnover Readiness, page 105. Would PEBA consider the following modification:

Upon receipt of the Contractor’s certification described in Section 3.15.3.2, PEBA will determine, at PEBA’s reasonable discretion, whether the System is ready for turnover to PEBA. Upon PEBA’s determination of turnover readiness, PEBA will direct the Contractor in writing to commence System turnover to PEBA.

**Response: No. The requested change is not accepted.**

1. RFP, Section 6.1.1 Scope of License, page 140 and RFP, AND Section 6.1.2 Source Code, page 140, AND other subject matter-related provisions. The license provisions in Section 6.1 and elsewhere in the RFP are based on certain assumptions about the architecture of proposed solution. In particular, there is an assumption in Section 6.1 that proposed solution will, with the exception of the software used in providing hosting services, be a single product that is licensed under a single set of license terms. Is a different model acceptable?

Specially, will it be acceptable to offer a system in which (i) pension and benefit administration system software is modified to provide the system requirements, (ii) that pension and benefit administration system software resides on a software platform that is not modified for this implementation, but is updated from time to time in the same way for all customers, (iii) PEBA is permitted to modify the pension and benefit administration system software, but is not permitted to modify the platform software, and (iv) source code is provided for the pension and benefit administration system software but source code is not provided for the platform software?

**Response: PEBA’s intent is to have a license to all Materials under the Article 6 provisions required to be independently capable of fully supporting the resulting BAS System.**

1. RFP, Section 6.1.3 Escrow, pages 140, 141. Please clarify why it would be necessary to establish an escrow agreement for software that is delivered to PEBA in source code form.

**Response: See Response to Question 37. Also, as section 6.1.3 details, the Deposit Materials required to be in escrow are broader than the Source Code.**

1. RFP, Section 6.1.3 Escrow, pages 140, 141. It is unlikely that any Third Party Software vendor will agree to the escrow of their products. Is PEBA willing to negotiate this requirement?

**Response: See Response to Question 37.**

1. RFP, Section 6.1.3 Escrow, pages 140, 141. Is PEBA willing to negotiate the escrow of source code for vendor tools?

**Response: See Response to Question 37.**

1. RFP, Section 6.1.5 (a)(1) Title, page 141. Would PEBA be willing to consider the following revision:

All rights, title, and interest in and to any Base Program ~~provided by the Contractor to the State~~ will remain perpetually with the Contractor~~, except as otherwise expressly provided in this Contract~~.

**Response: See Response to Question 37.**

1. RFP, Section 6.1.5 (a)(2) Title, pages 141, 142, AND other subject matter-related provisions. Modifications, additions and enhancements to the software and documentation for one customer might be similar to those made for other customers. If ownership of those modifications, additions and enhancements are transferred to one customer, it would be difficult for vendors to implement similar modifications, additions and enhancements, with the result that others could not benefit from the value of those modifications, additions and enhancements. For this reason, would PEBA consider Work Product and Deliverables to be licensed as described in RFP Section 6.1.1? Also, please note that the licenses granted in Section 6.1.1 are “perpetual and non-terminable.”

**Response: See subsection (a) to § 6.1.5(a)(2) of the solicitation holding that PEBA owns all: “(a) Deliverables and Customizations (including related documentation necessary to Use and support the Deliverables and Customizations and Work Product embedded in the Deliverables and Customizations), *except to the extent the Parties have otherwise agreed in any Statement of Work that Contractor would own such Deliverable;* (emphasis added).”**

1. RFP, Section 6.3.3, page 146. While the intent of this section is generally clear, there are practical matters that need further clarification. In particular, what is PEBA’s obligation to provide notice of funding issues? Also, please see the issues raised below with respect to Section 6.4.3, which appears to be inconsistent. Please clarify.

**Response: Funds available to PEBA are dependent upon annual authorization by the General Assembly. The General Assembly’s budget process is a matter of public debate and record and therefore will be available to the Contractor. In addition, PEBA will timely inform the Contractor in the event funding authorization is not obtained. PEBA requires specificity on precisely what the Vendor claims “appears to be inconsistent” between 6.3.3 and 6.4.3 and requests the Vendor resubmit its question.**

1. RFP, Section 6.4.3 PEBA Caused Delay and Concurrent Delay, page 150. Section 6.4.3 raises a concern about the shifting to the Contractor of the risks and costs that arise from PEBA delays.

Would PEBA consider the following – the State to reimburse the Contractor for (i) the costs incurred or to be incurred under contracts with subcontractors and other third parties, if the contracts were entered into prior to notice of any PEBA-caused delay, (ii) all other costs reasonably incurred by the Contractor as a result of the PEBA-caused delay, and (iii) all costs reasonably incurred by the Contractor as a result of restarting the services to be provided by Contractor under this Agreement.

Also, without penalty, the Contractor should be able to reassign and reallocate personnel and other resources committed to the Project. The Contractor should not be obligated to resume the participation of those specific personnel or use or those specific resources in the services to be provided by Contractor under this Agreement. Please consider and clarify the terms of Section 6.4.3.

**Response: No. The requested change is not accepted.**

1. RFP, Section 6.4.4 Contractor Caused Delay, page 150. Would PEBA consider the following revision: Contractor caused delays caused solely by Contractor will, in no circumstances, last for more than ten (10) consecutive Business Days. If a delay caused solely by Contractor caused delay exceeds ten (10) consecutive Business Days, PEBA will have the right to terminate this Contract for default subject to the issuance of a Notice to Cure pursuant to 6.11.5 in addition to all other remedies available to it. All delays caused solely by Contractor Contractor-caused delays will be the responsibility of Contractor and no Change Orders will be approved by PEBA for such Contractor delays.

**Response: PEBA will respond to this question in a subsequent amendment.**

1. RFP, Section 6.7.18 (a) Warranties, page 155. Would PEBA consider the following revision:

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT OR REFERENCED HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES RESPECTING PEBA, ALL SERVICES PROVIDED UNDER THIS CONTRACT AND THE PARTIES’ OBLIGATIONS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**Response: PEBA will respond to this question in a subsequent amendment.**

1. RFP, Section 6.7.18 (d) PEBA’s Liability, page 156. Would PEBA consider the following: Except for damages that arise from breach of its confidentiality obligations or resulting from its bad faith, intentional torts, criminal acts, or fraudulent conduct or willful misconduct, in no event will PEBA’s liability under this Contract exceed two (2) times the awarded Contract value, including the amount posted on the Intent to Award and any modifications due to Change Orders the amount paid and owed by PEBA to Contractor.

**Response: No. The requested change is not accepted.**

1. RFP, Section 6.8.2 Third Party Claims – General, pages 156, 157. Would PEBA consider the following: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor will defend, indemnify, 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 (i) which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property to the extent solely caused by arising out of or in connection with the goods or services acquired hereunder, or (ii) caused in whole or in part by to the extent arising in the course of providing services under this Agreement, 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 to the extent that an Indemnitee’s negligent act or omission is subsequently determined to be a cause the sole proximate cause of a suit or claim, the Indemnitee will not be entitled to indemnification hereunder. Contractor will 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 will not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph will survive termination, cancelation, or expiration of the parties’ agreement. This provision will 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.

**Response: No. The requested change is not accepted.**

1. RFP, Section 6.8.3 Third Party Claims – Disclosure of Information, page 157. Would PEBA consider the following: Please revise to include revisions consistent with those incorporated in Section 6.8.2 (d) above, and add an indemnification of the Contractor and its suppliers with respect to any State breach of the its confidentiality obligations.

**Response: No. The requested change is not accepted.**

1. RFP, Section 6.8.4 Intellectual Property, page 157. Would PEBA consider the following: Without limitation and notwithstanding any provision in this agreement, Contractor will, upon receipt of notification, defend, indemnify, and hold harmless the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees (collectively “State” in this clause) 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 that any Deliverable infringes any ~~or involving an~~ intellectual property (“IP”) right of that third party ~~related to an acquired item~~. State will allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State will 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 will reasonably cooperate with Contractor’s defense of such claim.

(b) In the event an injunction or order will 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 will, without in any way limiting the foregoing, and at its expense and option, either: (i) procure for State the right to continue to use, or have used, the acquired item, ~~or~~ (ii) 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, or (iii) ~~. If neither (i) nor (ii), 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) Contractors 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, (iii) the claim arises from any modification made by or for the State to an acquired item , or (iv) the claim arises from the use of to an acquired item with anything not provided by the Contractor under this Agreement.

(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 Contract. “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 will survive the termination, cancellation, rejection, or expiration of this Contract.

**Response: No. The requested change is not accepted.**

1. RFP, Section 6.10.6 (a)(1) Actions Following Disclosure, page 166. Would PEBA consider the following: provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of PEBA), Contractor will reimburse PEBA for the cost of providing such notifications;

**Response: The Vendor’s suggested language appears to be identical to the existing language in the RFP.**

1. RFP, 6.11.2 Contract Services Transition, page 167. Would PEBA consider revising the first sentence as follows: Upon termination of this Contract for whatever reason (expiration, termination, or transfer), at the State’s cost the Contractor will…

**Response: No. The requested change is not accepted.**

1. RFP, 6.11.3 Termination Due to Unavailability of Funds, page 167. Please consider the revision of these provisions in a manner that is consistent with the above comments regarding Section 6.4.3 PEBA Caused Delay and Concurrent Delay.

**Response: See Response to Question 43.**

1. RFP, Section 6.11.4 Termination Due to Unavailability of Funds, pages 167-169. Please consider the deletion of subsection (f) and the revision of these provisions in a manner that is consistent with the above comments regarding Section 6.4.3 PEBA Caused Delay and Concurrent Delay.

**Response: PEBA declines to delete subsection (f). Also, see Response to Question 43.**

1. RFP, Section 6.11.5 Default, pages 169, 170. Would PEBA consider deletion of subsections (b) and (g)?

**Response: No. The requested change is not accepted.**

1. RFP, Section 6.14.2 Contract Documents and Order of Precedence, page 171. There does not appear to be any definition of Record of Negotiation. Please provide one.

**Response: The Record of Negotiation is a document created by the Procurement Officer. It provides a written record of any negotiations that were conducted between PEBA and the awarded Offeror.**

1. RFP, Section 6.14.7 (a)(3), page 172 Notice. Would PEBA consider the following revision:

(3) upon receipt, if deposited into the United States mail, if and postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

**Response: No. The requested change is not accepted.**

1. Confidentiality. Would PEBA consider adding provisions that address the Contractor’s confidential information?

**Response: Please provide specific suggested revisions. PEBA requires prospective Offerors to present any deviations, modifications, or clarifications to the technical and/or functional requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20, or the terms and conditions in Part 6, Terms and Conditions, however modest, during the question and answer phase. The final deadline for questions is September 9, 2019, 11 am.**

Vendor #2

1. Pursuant to RFP Section 1.3.2(b), we understand the State’s desire to structure this procurement to “permit maximum practicable competition”.  As requested by that section, we believe that the Solicitation’s current approach regarding terms and conditions modifications “unnecessarily or inappropriately limits full and open competition,” including with large, qualified vendors/offerors.  Specifically, given the diverse nature of solutions that may be proposed, we believe that for the State to be able to consider the full breadth of possible solutions and proposals, the State should permit exceptions to the terms and conditions as part of each offeror’s proposal.  We request the State modify the Solicitation, including as set forth below, to accommodate the flexibility for offerors to propose exceptions.  If the State and the top vendor are unable to reach agreeable terms and conditions, the State can then in its discretion end the negotiations and move on to the next offeror.

We request that Section 1.10.1 be modified as shown, consistent with Section 1.5 of recent MUSC Solicitation # 5400018182–

By submitting Your proposal, You are offering to enter into a contract with the South Carolina Public Employee Benefit Authority. ~~Without further action by either party, a binding contract will 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.

We request that Section 1.10.7 be replaced entirely with the following, consistent with Section 1.40 of recent MUSC Solicitation # 5400018182–

No award will be made to an Offeror until after negotiations have been conducted with that Offeror.  As provided in Section 11-35-1530, negotiations must begin with the highest ranking Offeror; accordingly, submit best terms from both a price and a technical standpoint. In addition, make sure all Offers are responsive; the South Carolina Public Employee Benefit Authority will not evaluate or negotiate with a non-responsive Offeror or Offerors, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The South Carolina Public Employee Benefit Authority 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 South Carolina Public Employee Benefit Authority may elect to consider only an unrevised initial offer, but only if an Offeror’s initial Offer is responsive. If a satisfactory contract cannot be negotiated with the highest ranking Offeror, the South Carolina Public Employee Benefit Authority may elect to conduct negotiations with other Offerors. As provided in Section 11-35-1530(8) the South Carolina Public Employee Benefit Authority also may elect to make changes within the general scope of the request for proposals and provide all responsive Offerors an opportunity to submit their best and final Offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals.

We request Section 1.10.12(d) be modified as follows, consistent with Section 5.1.4 of recent MUSC Solicitation # 5400018182–

If Your Offer includes any comment over and above the specific information requested in the solicitation, including any required contracting terms, conditions and/or ancillary agreements related to Your proposed solution and the number and nature of exceptions (if any) the You request to the terms and conditions, you should include this information as a separate appendix to Your Offer. ~~Offers that 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.~~

**Response: No. The requested change is not accepted.**

1. In reference to 3.2 Cloud Government Services and the decision by The South Carolina Department of Administration’s Division of Technology Operations (DTO) to stand up 2 cloud platforms (AWS & Azure) as part of the state Enterprise Cloud Program, will the State allow offerors to propose this environment to address Cloud Government Services to align more directly with DTO technology standards and better address compliance, security and privacy requirements laid out by the State of South Carolina?

**Response: See response to question 9.**

1. We request confirmation, for 3rd Party Software provided under a SaaS model, that these components can deviate from the requirements in the section 3.2?

**Response: Please provide specific suggested revisions. PEBA requires prospective Offerors to present any deviations, modifications, or clarifications to the technical and/or functional requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20, or the terms and conditions in Part 6, Terms and Conditions, however modest, during the question and answer phase. The final deadline for questions is September 9, 2019, 11 am.**

1. With regard to the schedule of key dates, we request the (1) Final Deadline for Questions on the RFP be extended until 8/30 and the (2) Submission and Opening  of Proposals be extended until 10/31 in order for vendors to have sufficient time, after receiving input form the bidders conference, initial round of questions, and final round of question to submit a quality proposal as our proposal will be highly dependent upon this information.

**Response: The Final Deadline for Questions has been extended to September 9, 2019, 11 am. The opening date and time for submission of proposals has been extended to October 23, 2019, 11 am.**

Vendor #3

63. 2.1 Introduction / 2.1.3

The proposal states “The core Retirement and Insurance system are separate and not currently integrated.“  Are the systems completely independent without basic information data exchange such as member/subscriber demographics between the two systems?

**Response: The current systems maintain information separately. The new BAS will integrate this data.**

64. 2.1 Introduction / 2.1.3.2

Has PEBA considered converting a subset of several recent years of historical insurance data rather than the full history?

**Response: Yes. No final decision has been made at this time.**

65. 2.1 Introduction / p27 / 2.1.3.1 (e)

The Retirement Systems As-Is Data Flow Diagram shows a flow to the PEBA Insurance system.  Please describe how this affects the demographic data between the two core systems.

**Response: The file interchanges today do not directly affect the demographic data between the two systems.**

66.2.1 Introduction / p33-34 / 2.1.3.3

Please confirm the image file types in the EDM (Insurance) and EDMS (Retirement) imaging systems.  Are the images of type PDF and TIFF or are there other file types?

**Response: 99% TIFF with less than 1% PDF and a minimal number of JPG. There is also file type ANO for annotations.**

67. 2.1 Introduction / p16-17

Can PEBA please confirm how many Line of Business system users (PEBA staff and third party partner staff) will be using the BAS application?

**Response: Please refer to Attachment 9 – Technical Requirements, Operational Requirements, Sizing.**

68. 3.1 Scope of New System / p46-47 / 3.1.3

Please confirm that the Data Services Contractor together with PEBA will provide and be responsible for the data extraction, data transformation, and reconciliation from the legacy data source systems to the BAS vendor staging tables.

**Response: Confirmed. Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope.**

69. 3.1 Scope of New System / p46-47 / 3.1.3

Please confirm that the Data Services Contractor together with PEBA will provide and be responsible for data profile services.  Please confirm PEBA and/or Data Services Contractor will be responsible to cleanse data in legacy source system or in vendor staging tables prior to data conversion load to BAS.

**Response: Confirmed. Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope.**

70. 3.1 Scope of New System / p46-47 / 3.1.3

Please confirm that the Data Services Contractor will have responsibility for extraction of the physical image files in the format required for the new BAS system. Please confirm that the Data Services Contractor will extract, transform, and reconcile the imaging metadata from legacy sources to BAS vendor staging tables.

**Response: Confirmed. Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope.**

71. 3.1 Scope of New System / p46-47 / 3.1.3

Please confirm that Data Services Contractor and/or PEBA will obfuscate, scramble, randomize, remove or in other ways anonymize sensitive data fields or PII data in BAS vendor staging tables when needed during the migration mock cycles.

**Response: Confirmed. Section 3.1.3 will be removed. Please refer to sections 3.2 through 3.20 for scope.**

72. 3.1.4.4 SCDCP and State ORP Data Exchange / p52/ a, 2nd row in table

SCDCP and State ORP Data Exchange indicates that the “Participating Members will be able to view SCDCP and State ORP benefit information, such as account balances, through the Member Portal.” As it indicates that the data will not be stored in the PEBA system, how will Member Portal be able to provide that information?

**Response: PEBA expects to provide a link to the partner’s site.**

73. 3.1.4.4 SCDCP and State ORP Data Exchange / p52-54

Will SCDCP and State ORP systems PEBA is requiring integration with support REST API?

**Response: REST API will depend on the capability of other systems. At a minimum there would need to be a file transfer.**

74. 3.2 Government Cloud Services

Does the use of a dedicated PEBA account in FedRAMP certified AWS GovCloud (https://aws.amazon.com/govcloud-us) as a subcontractor used solely for the purpose of the Contractor providing managed hosting services as a part of the PEBA solution satisfy the requirements stated under the Government Cloud Services Subcontractor (section 3.2) of the RFP?

**Response: All requirements stated in section 3.2 must be met.**

75. 3.4 Reports, Forms, Letters, E-Communications and Interfaces / p83 / 3.4.2

Can PEBA please provide the complete list of the interfaces?

**Response: Not all to-be interfaces have been finalized, which is why the data in section 3.4.2 was provided. Also, please refer to Attachment 9 Technical Requirements, Interfaces / Integration requirements.**

76. 3.4 Reports, Forms, Letters, E-Communications and Interfaces / p83 / 3.4.3

In case of any data back bridging, back feeds, and interim interfaces between PEBA legacy system in the new BAS, please confirm that PEBA and/or Data Services Contractor will have responsibility for development and testing of any bridges from and to legacy systems and the integration services for the non-BAS System side of interfaces (i.e. for a BAS System outbound interface the contractor is responsible for the export from the BAS system and PEBA is responsible for the consumption of the export; for a BAS System inbound interface PEBA is responsible for creation of the inbound file\data and Contractor is responsible for the consumption of such file into the BAS System.

PEBA and/or Data Services Contractor will extract, transform and reconcile data from legacy sources into mutually agreed upon format consumable by BAS system.

BAS vendor will extract data from new BAS system into a mutually agreed upon format for Legacy source consumption.

**Response: PEBA intends to work collaboratively with the BAS and Data Services Contractors on data back bridging, data feeds, and interim interfaces. Refer to 3.4.3 and PEBA’s response to question 19.**

77. 3.7.2 Key Personnel / p85 / b4

Would PEBA consider making this section mutual for PEBA Key Personnel (project manager, deputy project manager, business leads, SMEs, technical lead, testing lead).

**Response: No. The requested change is not accepted.**

78. 3.7.3 Key Personnel / p85 / c

Would PEBA considering modifying this requirement to be either an average of 50% onsite for key personnel or 80% during peak project periods as aligned to a Contractor's methodology and to be finalized in the proposal (such as UAT for the Testing Manager)?

**Response: Section 3.7.2 c provides a general minimum standard that Offerors should expect to meet. However, there is also a provision for PEBA to approve an alternate arrangement. Those alternate arrangements may be submitted by the Contractor after award and will be considered by PEBA on a case by case basis.**

79.3.13.1 Problem Resolution / p89 / first paragraph

The Contractor uses Jira and the Atlassian suite for issue tracking and problem resolution. Can PEBA please confirm its approval?

**Response: The Contractor will create a Problem Resolution Plan (see Section 3.13) and will use an automated tracking tool approved by PEBA to track all reported problems and issues. Note: PEBA currently uses Jira and Confluence.**

80. 3.14 Software Testing / p89

Our methodology incorporates the client early in verification and validation testing, whereby such early testing activities lead into the ultimate UAT test scripts. Would PEBA consider allowing PEBA to participate and be responsible for such testing under such a methodology.

**Response: PEBA is interested in participating in early verification and validation testing. However, PEBA would not be willing to take ownership responsibility of this activity.**

81. 3.14 Software Testing / p90 / 3.14.3 (e)

We understand that the Integration Testing is to be performed on converted data. Please confirm that the Data Services Contractor and/or PEBA will periodically review and test the accuracy and completeness of the transformation logic of the converted data prior to the start of Integration Testing.

**Response: Confirmed.**

82. 3.14.2 Testing Tools / p90

We have built a proprietary automation tool using Selenium\Jira\Zephyr\Confluence. This tool integrates with our proposed issue management solution and other offerings. Can PEBA please approve the use of such a toolset for the project?

**Response: The Contractor will use an automated software testing tool proposed by the Contractor and approved in writing by PEBA (see Section 3.14.2.) Note: PEBA currently uses Jira and Confluence.**

83. 3.14.3 Integration and System Test Plan / p90 / E

Will PEBA allow connectivity to third party applications (from Contractor’s internal test regions) to support ongoing testing cycles?

**Response: All PEBA data, including masked/anonymized data, must be maintained on PEBA assets and must remain within the US. Testing outside of PEBA would need to be done on Contractor generated data.**

84. 3.14.3 Integration and System Test Plan / p90 / E

Will PEBA allow copies of converted and/or production data, that have been properly masked/anonymized, to be used for the Contractor’s IST and other internal development/testing efforts?

**Response: See answer to question 83.**

85. 3.14.3 Integration and System Test Plan / p90 / d

The RFP states "Contractor will include additional types of cases and transactions in IST, as specified by PEBA." Can PEBA commit to providing such information at least 60 days prior to the start of IST?

**Response: This should be proposed in the Project Work Plan and Project Resource Plan.**

86. 3.14.3 Integration and System Test Plan / p90 / g

The RFP states "At PEBA request, contractor must be prepared to replicate any and all IST tests. "

Can PEBA suggest or is it open to the Contractor suggestion some limits to this requirement so that such activities do not become a detriment to successful delivery?

**Response: Please provide specific suggested revisions. PEBA requires prospective Offerors to present any deviations, modifications, or clarifications to the technical and/or functional requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20, or the terms and conditions in Part 6, Terms and Conditions, however modest, during the question and answer phase. The final deadline for questions is September 9, 2019, 11 am.**

87. 3.14.4 Capacity and Performance Test Plan / p91 / B

Will PEBA provide specific data volumes and targets required to meet the outlined stress test objectives?

**Response: The BAS Contractor will use the project requirements as a basis for developing the test objectives. For example, see Exhibit 9 Technical Requirements, Operational Requirements.**

88. 3.14.5 User Acceptance Test Plan / p91 / A

Can PEBA commit to providing the intended UAT test scripts to Contractor prior to the start of System Test so that Contractor can test related test scripts.

**Response: No. The requested change is not accepted.**

89. 3.14.5 User Acceptance Test Plan / p91 / B

For UAT, will PEBA re-use all test cases created and approved by the Contractor/PEBA during the earlier (i.e., IST) phases of the project?  Or, is this paragraph intended to outline PEBA will develop a separate, independent library of UAT test cases?

**Response: PEBA will develop a separate independent library of UAT test cases.**

90. 3.14.5 User Acceptance Test Plan / p92 / E

Please clarify the PEBA’s expectations for correcting “all problems” discovered during PEBA’s UAT.  Specifically, can PEBA agree to set acceptance criteria at the top two levels of severity and priority?

**Response: No. The requested change is not accepted.**

91. 3.14.5 User Acceptance Test Plan / p92 / d

The RFP states, "UAT Plan will include 'realistic time frames for completion of testing by PEBA staff'". Please provide any PEBA staff constraints and assumptions to be used for PEBA staff availability to the project, including periods of the year in which testing staff availability may be affected.

**Response: This should be proposed in the Project Work Plan and Project Resource Plan.**

92. 3.14.7  PEBA Approval / p93 / e

The RFP states, "Payment may be withheld until all identified Defects on all Deliverables are resolved to PEBA’s satisfaction." Would PEBA consider modifying the payment criteria to be tied to delivery of fixes for the top two categories of severity and priority with a mutually accepted delivery plan for the remaining lower priority and severity issues?

**Response: No. The requested change is not accepted.**

93. 3.15.2 Training

Can we assume that PEBA will be responsible for Employer training and documentation?

**Response: See answer to question 8. PEBA will provide the training for Employers. The BAS Contractor will develop the training materials.**

94. 3.17.1 Maintenance and Support during System Implementation / p103 / b

Please confirm that the Contractor is allowed to use non US-based staff to support the project as long as the data is masked/scrambled.

**Response: See answer to question 83.**

95. 3.18 Service Levels and Performance Guarantees / p107 / System Response Time

Please clarify PEBA’s expectation for 98% within 2 seconds requirement.  Can we assume that more complex transactions such as batches, interfaces, document generation, and reports are not included in this measure?

**Response: Yes. That is a correct assumption.**

96. 3.18 Service Levels and Performance Guarantees / p107 / System Response Time

For the 60 minute measurement, can we confirm that it is PEBA’s expectation the monitoring/measurement will occur only during online user periods?

**Response: Yes. The measurement period is the agreed upon time in which the system is available including both line of business usage and portal usage. The expectation is that the running of batch jobs, interfaces, reports, etc. will not degrade the response time or system performance. The Offeror may propose periods of scheduled system unavailability. Those periods would be subject to PEBA’s approval.**

97. 3.18 Service Levels and Performance Guarantees / p107 / table

Can PEBA agree that the final SLAs and performance guarantees will be determined during final contract negotiations?

**Response: No. The requested change is not accepted.**

98. 4.1 Offeror's Approach / p129 / 4.1.5.1 (v)

Will PEBA consider providing approval to move data out of the Government Cloud into vendor test regions after PEBA’s thorough review that data has been completely anonymized?  The obfuscation routines may involve a combination of scrambling techniques such as but not limited to randomization; removal of all PII, PHI, restricted and otherwise sensitive data. The obfuscation approach and data move will require PEBA’s prior review and approval.

**Response: No. See response to question 83.**

99. Attachment 8 Functional Req. 3.50

Will an export meet the requirement to automatically create debit/credit transactions to the general ledger for corrections in reported data with appropriate audit trail?

**Response: The current interface to the general ledger is a file transfer. There should be a sub-ledger within the BAS with detailed transactions that will feed the general ledger via file transfer.**

100. Attachment 8 Functional Req. 5.05

Please provide more specific information regarding the need to store a configurable legend of third party administrator (TPA) correspondence with details on key content or messaging that can be utilized when referencing the inbound correspondence listing data from the TPAs.

**Response: PEBA will respond to this question in a subsequent amendment.**

101. Attachment 8 Functional Req. 6.01, 6.02

As Soundex is older technology and terminology, would PEBA consider alternative approaches to using Soundex? Please provide a list of the search attributes expected to use so that the Contractor can suggest alternative approaches.

**Response: Yes. PEBA would consider alternatives. See attributes listed in 6.01 and 6.02.**

102. Attachment 8 Functional Req. 6.12

Please clarify the special indicators needed on each record and confirm that these indicators will apply to a "person" record.

**Response: An example would be a “legal hold” indicator. It does only apply to person records.**

103. Attachment 8 Functional Req. 6.31

Please specify which customer service tools and applications will need to be integrated. Do these tools support REST API? Will the data be retrieved from or to the Benefits Administration System?

**Response: Integration requirements are in Attachment 9 Technical Requirements, Interfaces/Integration. For example, technical requirement T7.13 pertains to integration with contact center software.**

104. Attachment 8 Functional Req. 8.36

Please confirm that the interface with SCEIS to receive detailed information and automatically allocate the funds to amounts due while also updating sub-ledgers can be accomplished via a data import process.

**Response: This can be accomplished via data import process.**

105. Attachment 8 Functional Req. 11.08

Please clarity the requirement to "automatically" make adjustments to payment amounts when a change to a QDRO occurs. Can/will the adjustments themselves be manual updates or provided by a data feed?

**Response: PEBA would enter the QDRO change into the system and based on this change, the system would automatically make adjustments to payment amounts. This requirement is not for a data feed.**

106. Attachment 8 Functional Req. 12.18

Is the requirement to produce multiple estimates simultaneously and compare them for the line of business application, self-service application or both?

**Response: Both the line of business and self-service are included.**

107. Attachment 8 Functional Req.12.24

Please specify the key parameters that the system needs to calculate.

**Response: As listed in this requirement, Service and Salary are the key parameters.**

108. Attachment 8 Functional Req. 13.17

Does PEBA need the pension retirement and health enrollment to be processed as a single application or will the Benefits Administration System be fed a single application?

**Response: The system will accept and process a single application containing both retirement and insurance benefits.**

109. Attachment 8 Functional Req. 14.12, 14.13

Please provide more detailed information regarding the independent medical review process.

**Response: Please see RFP section 3.1.4.14 Disability Processing.**

110. Attachment 8 Functional Req. 19.34

Will all of the other State, Federal agency(s) and/or third party vendor(s) systems PEBA is requiring integration support REST API?

**Response: See response to question 73.**

111. Attachment 8 Functional Req. 5.01

Will the capability to view third party administrator (TPA) summary data through the member portal be real-time or via a data feed?

**Response: PEBA will respond to this question in a subsequent amendment.**

112. Attachment 8 Functional Req. 5.03

Are the data elements that are required to be received and stored in the subscriber record, inbound data from health, dental, and vision third party administrators (TPAs) and display this information for internal use and through the member portal claims related data?

**Response: PEBA will respond to this question in a subsequent amendment.**

113. Attachment 8 Functional Req. 5.07

Please elaborate on the process of communicating with MoneyPlus?

**Response: PEBA will respond to this question in a subsequent amendment.**

114. Attachment 8 Functional Req. 18.56

Please provide information regarding the screen sharing software that the Benefits Administration System will need to integrate with.

**Response: Screen sharing software does not exist in the current system.**

115. Attachment 8 Functional Req. 20.36

Please elaborate on the process regarding the ability to calculate imputed income and load the calculated amount to the employer portal for employer use.

**Response: The imputed income calculation is required for life insurance premiums that are paid pre-tax for amounts over $50,000 in insurance. The calculation is determined by the IRS. PEBA must provide amounts annually to employers.**

116. Attachment 9 Technical Req. T1.13

For internal users, is there a Screen Reader solution that PEBA has chosen as a standard?

**Response: No. There is not a current solution.**

117. Attachment 9 Technical Req s. T1.17

Does PEBA include IE version 11 in their list of approved software for internal users?

**Response: Currently, yes.**

118.Attachment 9 Technical Req. T2.20

Can PEBA share their current internal system log record retention standard?

**Response: The general standard is one year minimum with a few exceptions for longer durations.**

119. Attachment 9 Technical Req. T3.5

Can PEBA elaborate upon the requirement to maintain tables via a single common application?

**Response: Please provide specific questions.**

120. Attachment 9 Technical Req. T4.7

Can PEBA please provide the repository size for the EDM and the repository size for the EDMS?

**Response: The Retirement Imaging file size is 1,887 GB, file count: 45,502,279, database sizes (100 GB, 29 GB, 2GB). The Insurance Imaging file size is 2,372 GB, file count: 23,602,498, database sizes (326 GB, 29 GB, 3 GB).**

121. Attachment 9 Technical Req. T5.9

Does PEBA envision that the vendor would be responsible for environment maintenance?

**Response: Yes. The Contractor will be responsible for environment maintenance until the transition to PEBA.**

122. Attachment 9 Technical Req. T7.8

What ETL tool does PEBA currently use?

**Response: PEBA does not have an existing ETL tool for use in the context of this requirement. Please clarify the purpose of this question. The data team is currently using Microsoft SQL Integration Services (SSIS) and CONNX for data extraction.**

123.Attachment 9 Technical Req. T7.14

Does the version of Tivoli used by PEBA support interfacing using REST APIs?

**Response: PEBA currently runs IBM Workload Scheduler 9.4**

124. Attachment 9 Technical Req. T8.6

Can PEBA share the list of their current batches and associated run times.

**Response: PEBA will respond to this question in a subsequent amendment.**

125. Attachment 9 Technical Req. T10.6

Can PEBA please elaborate on what it considers to be Process level in the context of access control?

**Response: The process level will be associated with a business process and should be tied to role-based security.**

126. Attachment 9 Technical Req. T11.14

Can PEBA clarify this requirement further? Is the expectation of PEBA users to be able to access the password of the self-service user in clear-text?

**Response: No. Passwords should not be viewable. PEBA will need to re-validate the user and help to reset their password.**

127. General / Requirements related general comment

There are many requirements (170+) that use the term ’automatically’ and such automatic functionality as indicated on the requirement would initiate the process as needed. But many of these processes will need to go through review and further updates to complete. E.g. Requirement ID 11.23 “The system will automatically create additional payment records for the alternate payee should the QDRO apply to a Member who is already receiving an annuity and adjust both the Member's and alternate payee's annuity records as needed.” Upon receiving QDRO for a retiree, a process may be initiated that in turn creates the alternate payee’s split payments, but the end result may not be ‘automatic’ that upon receiving the QDRO, such payments are created directly. Can PEBA agree that such requirements will be met as designed with the Contractor as reasonably can be configured to meet straight through processing with the Contractor solution?

**Response: Please provide specific questions for each requirement that needs to be addressed before submitting your proposal. When submitting your proposal, there is a column on Attachment 8 Functional Requirements and Attachment 9 Technical Requirements where you may describe how the requirement will be met. For requirement 11.23, it is unclear what is meant by “straight through processing.” Please clarify.**

128. Part 3 Scope of Work / Part 3, 3rd para and 4.1.2 Executive Summary 4.1.2

The proposal states, in Part 3, Scope of Work, that: “[a]ny deviations, modifications, or clarifications to the technical and/or functional requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20 below, or the terms and conditions in Part 6, Terms and Conditions, however modest, MUST be presented during the question and answer phase. PEBA will provide responses before the submission date for all proposals so that all prospective Offerors will have a common and uniform basis upon which to submit their proposals.”

The proposal further states, in Part 4.1.2, that: “Offerors will reply to Part 1 General Contracting Information, Requirements, and Instructions to Offerors; Part 2 Scope of Proposal; Part 3 Scope of Work; and Part 6 Terms and Conditions by declaring that the Offeror fully understands, agrees to, and will comply with all of the provisions/requirements/terms in each of these Parts. Offerors must include this statement of acceptance in their Executive Summary. Please note that the State considers any Proposal containing deviations, exceptions, or caveats to the RFP that have not been submitted for consideration during the question and answer phase and adopted by PEBA as unacceptable.”

The Contractor respectfully notes that there are several sections in the terms and conditions that we (the Contractor) cannot accept as is, including, but not limited to, those related to scope of license, acceptance, suspension of work, intellectual property rights, limitation of liability, and indemnification. Additionally, some components of our offering require the use of our base contracts. Thus, would our proposal be valid if we take exception to the terms and conditions and assume that the parties negotiate in good faith the various agreements should Contractor be awarded the contract? If not, please advise.

**Response: No. Please provide specific suggested revisions. PEBA requires prospective Offerors to present any deviations, modifications, or clarifications to the technical and/or functional requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20, or the terms and conditions in Part 6, Terms and Conditions, however modest, during the question and answer phase. The final deadline for questions is September 9, 2019, 11 am.**

**Amendment Number One (1)**

**Amendments to the Request for Proposal**

 **Benefits Administration System**

**PEBA0202018RFP**

**Amend the Schedule of Key Dates in the Proposal Process by deleting it in its entirety and replacing it with the following:**

|  |  |
| --- | --- |
| 1. Distribution of the Request for Proposal
 | 7/23/2019 |
| 1. Questions on the RFP
 | 8/6/2019 |
| 1. Pre-Proposal Conference

        | 8/12/2019 |
| 1. Final Deadline for Questions on the RFP (11:00am)
 | 9/9/2019 |
| 1. State’s Written Responses to Questions submitted (tentative)
 | 9/25/2019 |
| 1. Submission and Opening of Proposals (tentative)
 | 10/23/2019 |
| 1. Oral Presentations (tentative)
 | Week of 11/18/2019 |
| 1. Intent to Award Posting Date (tentative)
 | 12/10/2019 |
| 1. Intent to Award Becomes Official (tentative)
 | 12/20/2019 |
| 1. Contract Performance (tentative)
 | 1/22/2020 |

**Amend Part 1, General Contracting Information, Requirements, And Instructions to Offerors, 1.3 Communications Regarding the Solicitation, 1.3.3 Submission of Questions, by deleting 1.3.3 in its entirety and replacing it with the following:**

**1.3.3 Submission of Questions:** Any questions, comments, requests for information or clarifications regarding the RFP must be submitted in writing. Do NOT wait to assert deviations, exceptions, etc. to anything in this RFP until (or in) the submission of your proposal.

All questions must be received by the Procurement Officer no later than September 9, 2019 at 11:00 am local time. No further questions regarding the RFP will be accepted after the final deadline for submission of questions, September 9, 2019 at 11:00 am local time.

Prospective Offerors are encouraged to email their questions on the RFP prior to the Pre-Proposal Conference. The South Carolina Public Employee Benefit Authority will attempt to provide responses to those questions submitted by August 6, 2019, during the Pre-Proposal Conference on August 12, 2019.

Any written questions, requests for information or request for clarifications will be responded to in the form of a written amendment to the RFP and e-mailed to all prospective Offerors. The amendment will also be posted at the following web address: [https://procurement.sc.gov/Contractor/contract-opps/other-solicitations/peba](https://procurement.sc.gov/vendor/contract-opps/other-solicitations/peba)

All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number(s) to which the question refers. All questions, comments, requests for information or clarifications regarding this RFP should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address. Email is the method for submitting questions to the Procurement Officer with “Questions: Benefits Administration System RFP” as the subject of the email. Email Address: dquiat@mmo.sc.gov Submit questions in an easily copied format such as MS Word. Please do not insert your questions into tables.

**Amend Part 3, Scope of Work, page 37, fourth paragraph, by deleting it in its entirety and replacing it with the following:**

The requirements in Part 3, Scope of Work, Section 3.2 through Section 3.20 will be met fully and satisfactorily.

**Amend Part 3, Scope of Work, 3.1.3 Primary and Supporting Responsibilities, by deleting it in its entirety and replacing it with the following:**

Section 3.1.3 intentionally left blank.

**Amend Part 3, Scope of Work, 3.7.2 Key Personnel, by deleting (b) (3) (i) in its entirety and replacing it with the following:**

Contractor will: (i) ensure that any replacement candidate proposed by Contractor has qualifications of substantial similarity to the qualifications of the individual being replaced, with respect to the roles assigned to the replaced candidate, and such replacement will not delay the Project; and

**Amend Part 3, Scope of Work, 3.15.1.8 Security Plan, by deleting (a) in its entirety and replacing it with the following:**

1. Protect all information and information systems in order to maintain:
* Integrity, which means guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity;
* Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
* Availability, which means timely and reliable access to and use of information.

**Amend Part 6, Terms and Conditions, 6.11 Term and Termination, 6.11.1 Term of Contract; Effective Date, by changing the maximum contract term as follows:**

**Maximum Contract Term: January 22, 2020 through December 31, 2026.**