

March 24, 2026

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

Chief Procurement Officer
Information Technology Management Office
1333 Main Street, Suite 700
Columbia, SC 29201
PROTEST - CPO

Re: Initial Protest: Intent to Award to FEI Systems – Solicitation Number 5400027650, Contract Number 4400039178

Dear Chief Procurement Officer:

This firm represents Therap Services LLC (“Therap”). Therap herewith submits this Initial Protest, which is provided 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 FEI Systems (“FEI”) in connection with *HEALTH AND WELFARE CRITICAL INCIDENT MAN*, Solicitation Number 5400027650, Contract Number 4400039178. The Notice of Intent to Award was posted March 9, 2026. This Protest is timely filed.

Therap, through counsel, issued a records request for the records of this procurement activity from HHS on the date the Notice of Intent to Award was issued and was advised by HHA that a response would not be forthcoming until March 23, 2026. Therap informed the agency that this timing presented an obstacle to the exercise of Therap’s protest rights. We would ask the CPO to request expedited processing of the FOIA request so that the CPO may perform his duties under law. Therap may choose to augment this letter once such records are received. SFAA has responded promptly to the records request we made to them.

Based on the information received to date, Therap protests that the evaluation and scoring of the RFP was arbitrary, capricious, biased, contradictory and incomplete as to all subjective factors of evaluation.

Subjective factors for evaluation included System Functionality, Approach to Implementation, Approach to Project Management, and Experience, Qualifications and Staffing. The records and available notes of scoring were designed to include “Pros” and “Cons” of each proposal. Therap submitted a very comprehensive proposal on all issues, and demonstrated its product and experience thoroughly. Therap’s system is successfully used by 11 states and is federally certified

by CMS. Yet the Scoring notes literally state that Therap had ***“None”*** under “Pros” for its system functionality. Moreover, many “Pros” listed for other vendors were the very same functionality that was offered and explained by Therap in its proposal. Further, a “Con” for Therap was that its proposal “lacked specificity” for this factor and for *every one of the other factors*. No details on what specificity was lacking in any of these areas that differentiated Therap from the higher scored offerors, leaving the plain implication that Therap’s response simply was not read or considered equally. Therap was also given a “Con” that it proposed major upcoming releases, and for explaining interface development and customization. Yet other vendors received credit (“Pros”) for their untested, planned future implementation functionalities, planned future interfaces and future customizations. These are all contradictions. Therap received only 120 of 300 for the System Functionality factor. FEI received 238 points for a proposal that was not materially better in any substantive way.

Regarding the references to "claims" in the solicitation and in the demo presentation, Therap’s response says, "Therap recognizes the importance of interoperability and the need to support the MES Core for claims data. We have experience connecting to state enterprise data warehouse systems across most of our state deployments, whether working with legacy systems, modern systems, or both. In this instance, our recommendation would be for Therap to send incident data to the MES Core for data comparison by SCDHHS. We are open to discussing workflow options with the State during the discovery process." Therap actually has a dedicated platform to offer this type of work, and this was brought up during the demo presentation. However, Therap was marked down for this feature, while FEI was given a favorable score for the same functionality.

On the Approach and Implementation Support factor, Therap received only 115 points versus 143 for FEI. Despite being the lowest-scored vendor for the Approach and Implementation Support category, Therap provided a variety of implementation and training methodologies. These included in-person sessions, train-the-trainer models, on-demand resources, and adaptable training schedules. There was simply no lack of specificity in these offerings. Furthermore, Therap proposed dedicated websites and supplementary materials designed specifically for the state's initial implementation and continuous training needs.

Furthermore, for the Experience, Qualifications and Staffing category, Therap was awarded a mere 55% of the total possible points. This scoring is inexplicable given that the proposed project team possesses two decades of expertise in Medicaid and HHS programs, including specific personnel with direct experience and intimate knowledge of South Carolina’s system of care.

FEI was actually scored favorably for features it did not yet have, on the suggestion that it would provide them in the future. In fact, in one place, the notes indicate that FEI actually had the functionality, when in fact FEI clearly expressed that it was only in development. Therap’s development plans were not treated equally.

From the record it also appears that the demo scoring was performed substantially later than and remote from the actual demo events, which calls into question the validity of the comments and scoring, in an effort to justify a predetermined outcome.

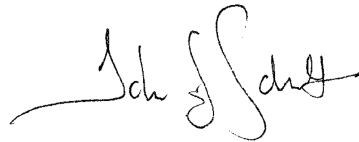
In sum, it appears that the evaluators were either biased against Therap, for FEI (or both) and that Therap's proposal was largely ignored and treated unequally, all of which is contrary to law that vendors are to be given fair and equal consideration.

Therap has been a valued partner with the State over the years. It cannot continue to invest in submitting proposals for work in South Carolina if its proposals will not be given fair and equal consideration.

Therap requests a hearing at which it would question evaluators to expose the issues in this process. It requests cancellation of the award and an appointment of a new, fair and unbiased set of evaluators who will actually score the proposals of each vendor fairly and equally based on their content.

Please don't hesitate to contact me with any questions about this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "John E. Schmidt, III". The signature is fluid and cursive, with the first name "John" being the most prominent.

John E. Schmidt, III

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

Exhibit B

	State of South Carolina Request for Proposal	Solicitation: 5400027650 Date Issued: 12/13/2024 Procurement Officer: Faith Williams Phone: 803 737-2925 E-Mail Address: fmwilliams@mmo.sc.gov Mailing Address: SFAA, Div of Procurement Services 1201 Main Street, Suite 600 Columbia, SC 29201
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DESCRIPTION: **Health and Welfare Critical Incident Management (HWCIM)**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health & Human Services**

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

SUBMIT OFFER BY (Opening Date/Time): **03/03/2025 11:00 AM EST** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **01/17/2025 12:00 PM EST** (See "Questions from Offeror" 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 IV & "Submitting Confidential Information" Section IIA)

Initial here if NO redacted copy is necessary

CONFERENCE TYPE: Pre-Proposal DATE & TIME: 01/13/2025 10:00 AM EST (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Microsoft Teams (email fmwilliams@mmo.sc.gov before 3:00 PM the day before for log-on instructions)
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AWARD & AMENDMENTS	Award will be posted on 05/13/2025 . The award, this solicitation, any Amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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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 one hundred eighty-day (180) 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)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

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 Offeror 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): **PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]
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PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **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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1 SCOPE OF SOLICITATION

1.1 ACQUIRE SERVICES (MODIFIED)

The State Fiscal Accountability Authority (SFAA), Office of State Procurement on behalf of the South Carolina Department of Health and Human Services (SCDHHS) is soliciting proposals from qualified offerors for a solution for services to provide specific management and administrative functions via a Health and Welfare Critical Incident Management (HWCIM) reporting system to support SCDHHS in providing safeguards to Medicaid Home and Community-Based Services (HCBS) waiver participants and Beneficiaries receiving services in other settings that require incident reporting and tracking.

1.2 MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 05/23/2025 End date: 05/22/2032. This includes a four (4) year base term and three (3) one (1) year optional extensions. SCDHHS estimates a one (1) year implementation period and a three (3) year Operations & Maintenance (O&M) period. 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".

1.3 PROGRAM BACKGROUND AND VISION

PLEASE NOTE: Section 1, SCOPE OF SOLICITATION is for information only. It contains background information, not requirements that necessitate a response.

1.3.1 Background

SCDHHS is a cabinet agency of the South Carolina Governor's Office and serves as the single state agency to administer the South Carolina Medicaid program. Medicaid is a medical assistance program for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX and Title XXI of the Social Security Act as amended. The comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements is the South Carolina State Plan for Medical Assistance (State Plan).

SCDHHS is the State agency that administers programs for Medicaid, Children's Health Insurance Program (CHIP), and Individuals with Disabilities Education Act (IDEA) Part C Program, known as BabyNet. The Social Security Act authorizes the Medicaid HCBS waiver program in Section 1915c. The HCBS waiver program permits a state to furnish an array of home and community-based services to Medicaid beneficiaries that meet program criteria to enable them to live in community settings and avoid institutionalization.

HCBS waiver services complement or supplement the support that families and communities provide with the services that are available to beneficiaries through a state's Medicaid state plan and other federal, state, and local public programs. Each state has broad discretion to design its HCBS waiver program to address the needs of the HCBS waiver's target population. SCDHHS currently administers eight (8) HCBS waivers:

- Community Choices (CC) Waiver
- Community Supports (CS) Waiver
- HIV/AIDS Waiver
- Head and Spinal Cord Injury (HASCI) Waiver
- Intellectual Disability and Related Disabilities (ID/RD) Waiver
- Mechanical Ventilator Dependent (Vent) Waiver
- Medically Complex Children (MCC) Waiver
- Palmetto Coordinated System of Care (PCSC) Waiver

SCDHHS currently provides Medicaid reimbursement for and/or partners with state agencies providing non-waiver services that may require critical incident reporting and monitoring. These services include:

Exhibit C

	State of South Carolina Request for Proposal Amendment 2 Replaces Original Solicitation and Amendment 1	Solicitation: 5400027650 Date Issued: March 19, 2025 Procurement Officer: Faith Williams Phone: 803 737-2925 E-Mail Address: fmwilliams@mmo.sc.gov Mailing Address: SFAA, Div of Procurement Services 1201 Main Street, Suite 600 Columbia, SC 29201
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DESCRIPTION: **Health and Welfare Critical Incident Management (HWCIM)**

USING GOVERNMENTAL UNIT: **South Carolina Department of Health & Human Services**

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

SUBMIT OFFER BY (Opening Date/Time): **04/11/2025 11:00 AM EST** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **01/17/2025 12:00 PM EST** (See "Questions from Offeror" provision)

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AWARD & AMENDMENTS	Award will be posted on 07/03/2025 . The award, this solicitation, any Amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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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 one hundred eighty-day (180) 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)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

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

Offeror 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): **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: **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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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]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED. [02-2A097-1]

IMPORTANT NOTICE: In order to make the solicitation document easier to read, the State has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre-Award" and "Post Award" phases of this procurement. Prospective Offerors should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

1 SCOPE OF SOLICITATION

1.1 ACQUIRE SERVICES (MODIFIED)

The State Fiscal Accountability Authority (SFAA), Office of State Procurement on behalf of the South Carolina Department of Health and Human Services (SCDHHS) is soliciting proposals from qualified offerors for a solution for services to provide specific management and administrative functions via a Health and Welfare Critical Incident Management (HWCIM) reporting system to support SCDHHS in providing safeguards to Medicaid Home and Community-Based Services (HCBS) waiver participants and Beneficiaries receiving services in other settings that require incident reporting and tracking.

1.2 MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 05/23/2025 End date: 05/22/2032. This includes a four (4) year base term and three (3) one (1) year optional extensions. SCDHHS estimates a one (1) year implementation period and a three (3) year Operations & Maintenance (O&M) period. 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".

1.3 PROGRAM BACKGROUND AND VISION

PLEASE NOTE: Section 1, SCOPE OF SOLICITATION is for information only. It contains background information, not requirements that necessitate a response.

1.3.1 Background

SCDHHS is a cabinet agency of the South Carolina Governor's Office and serves as the single state agency to administer the South Carolina Medicaid program. Medicaid is a medical assistance program for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX and Title XXI of the Social Security Act as amended. The comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements is the South Carolina State Plan for Medical Assistance (State Plan).

SCDHHS is the State agency that administers programs for Medicaid, Children's Health Insurance Program (CHIP), and Individuals with Disabilities Education Act (IDEA) Part C Program, known as BabyNet. The Social Security Act authorizes the Medicaid HCBS waiver program in Section 1915c. The HCBS waiver program permits a state to furnish an array of home and community-based services to Medicaid beneficiaries that meet program criteria to enable them to live in community settings and avoid institutionalization.

HCBS waiver services complement or supplement the support that families and communities provide with the services that are available to beneficiaries through a state's Medicaid state plan and other federal, state, and local public programs. Each state has broad discretion to design its HCBS waiver program to address the needs of the HCBS waiver's target population. SCDHHS currently administers eight (8) HCBS waivers:

- Community Choices (CC) Waiver
- Community Supports (CS) Waiver
- HIV/AIDS Waiver
- Head and Spinal Cord Injury (HASCI) Waiver
- Intellectual Disability and Related Disabilities (ID/RD) Waiver
- Mechanical Ventilator Dependent (Vent) Waiver
- Medically Complex Children (MCC) Waiver
- Palmetto Coordinated System of Care (PCSC) Waiver

SCDHHS currently provides Medicaid reimbursement for and/or partners with state agencies providing non-waiver services that may require critical incident reporting and monitoring. These services include:

- South Carolina Department of Children’s Advocacy
- Psychiatric Residential Treatment Facilities (PRTF) and Inpatient Psychiatric Facility services
- Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IIDs)
- State Funded Programs

States must provide certain assurances to the Centers for Medicare & Medicaid Services (CMS) to receive approval for an HCBS waiver, including assurances that necessary safeguards have been undertaken to protect the health and welfare of the beneficiaries receiving services (42 CFR 441.302). This waiver assurance requires the state to provide specific information regarding its plan or process related to beneficiary safeguards, which includes whether the state operates a critical event or critical incident reporting and management process (HCBS waiver, Appendix G-1(a)). As to the waivers listed above, SCDHHS is responsible for the operation of a critical incident reporting system and management process.

The South Carolina Department of Disabilities and Special Needs (SCDDSN) operates three (3) HCBS waiver programs on behalf of SCDHHS: the HASCI waiver, the ID/RD waiver, and the CS waiver. The South Carolina Continuum of Care (COC), part of the South Carolina Department of Children’s Advocacy, operates the PCSC waiver.

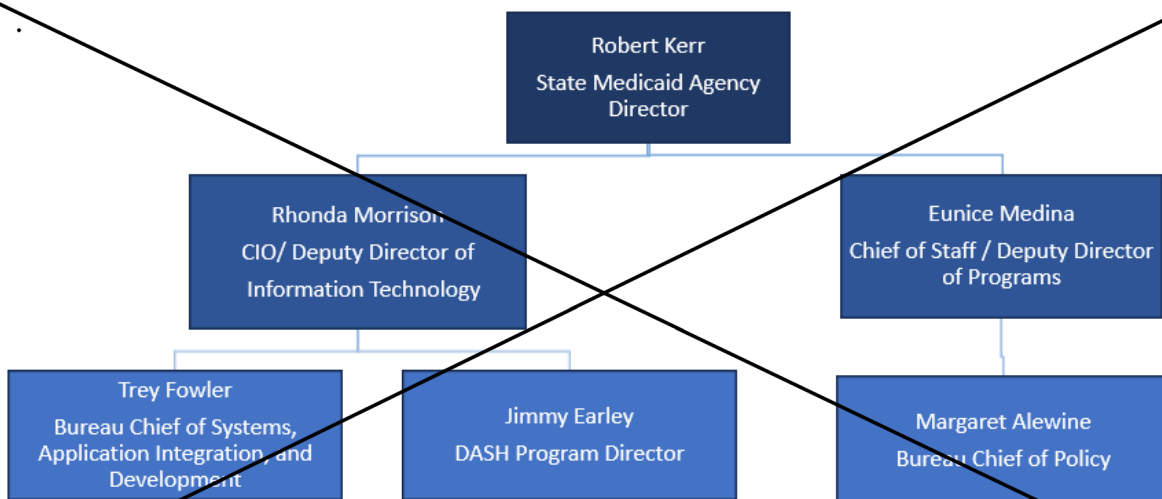
All eight (8) waiver programs must identify and follow-up on critical events or incidents that bring harm, or create the potential for harm, to a waiver Beneficiary, report information related to the health and welfare of waiver Beneficiaries to CMS annually and demonstrate it has designed and implemented an effective system for assuring waiver Beneficiary health and welfare.

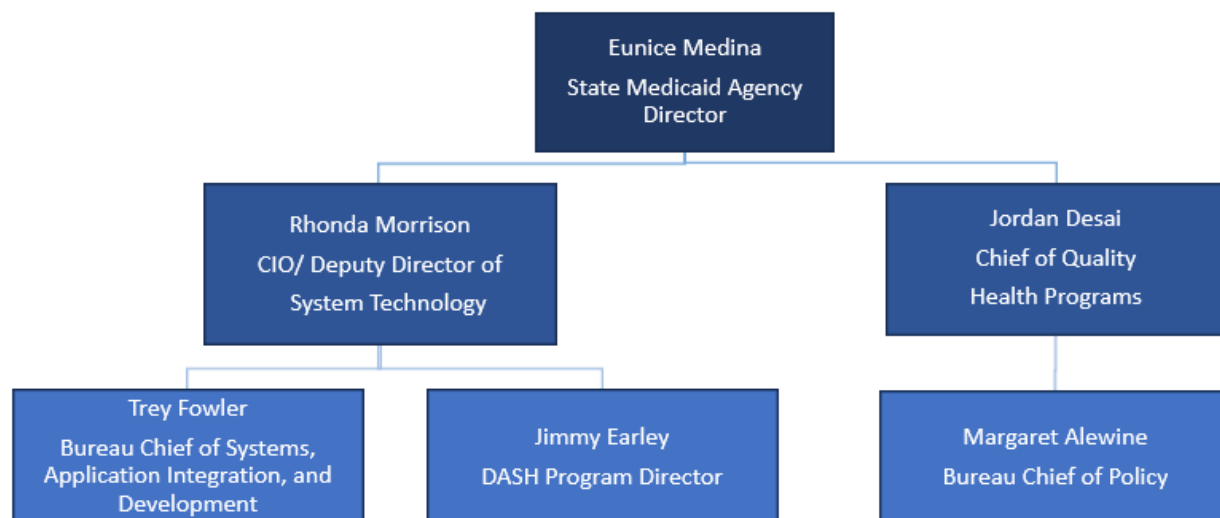
SCDHHS intends to implement a new, single HWCIM reporting system to meet all federal requirements for all HCBS waivers administered by SCDHHS whether they are operated by SCDHHS, SCDDSN, or COC. SCDHHS also intends for the new, single HWCIM reporting system to incorporate other programs and services that require reporting and monitoring of critical events and serious occurrences.

1.4 SCDHHS ORGANIZATION

Figure 1.4-1 shows the current Program organization chart, including MES Modernization Program Leadership. This organization chart is accurate at the time of the release of this Solicitation. SCDHHS makes no assurances that the staff identified in the chart below or the organization structure will be as presented throughout the term of the Contract.

Figure 1.4-1 SCDHHS Organization Chart





SCDHHS Director

The Director is a Cabinet-level official appointed by the Governor and serves as the State Medicaid Agency Director. ~~Robert Kerr~~ Eunice Medina is the Director.

Chief of Quality Health Program

The Chief of Quality Health Programs provides oversight to ensure the accuracy of SCDHHS needs as related to the waiver programs. Jordan Desai is the Chief of Quality Health Programs.

Chief Information Officer (CIO) and Deputy Director of System Technology

The CIO serves as the Deputy Director of Information Technology and provides oversight to ensure the accuracy of SCDHHS programmatic specific needs related to technology. Rhonda Morrison is the CIO and Deputy Director of System Technology.

Bureau Chief of Systems, Application Integration, and Development

The Bureau Chief of Systems, Application Integration, and Development serves as liaison between the project contractors and SCDHHS to ensure LTL operational efficiencies and program requirements are met. Trey Fowler is the Bureau Chief of Systems, Application Integration, and Development.

DASH Program Director

The DASH Program Director manages the project vendor through the design, development, and deployment activities to ensure the contractual requirements are met. Jimmy Earley is the DASH Program Director.

Bureau Chief of Policy

The Bureau Chief of Policy provides oversight to ensure that policy and waiver program requirements are met. Margaret Alewine serves as Bureau Chief of Policy.

1.5 Medicaid Enterprise System (MES) Architecture

The SCDHHS MES Modernization Program is modernizing the existing Medicaid Management Information System (MMIS) into a collection of modules built on service-oriented architecture (SOA) principles. It is served by MES Core as the integration hub for the SCDHHS systems. Using this approach, SCDHHS intends to replace the legacy MMIS functions using a strategic, phased approach without disrupting daily Medicaid operations and data processing

activities. The MES Core will integrate, manage, and distribute data across modular solutions, trading partners, and SCDHHS staff.

Trading Partners interact with the MES Core by consuming web services and file exchanges exposed by the Integration Hub. This allows MES Modernization solutions to securely exchange data to and from Trading Partners.

SCDHHS will provide flexibility for solution providers to integrate their solutions through clearly communicated architecture standards, expectations, and artifacts. At the same time, loose coupling across the enterprise allows SCDHHS to incrementally retire legacy components (as SCDHHS replaces legacy functionality), without impacting business operations or other components.

SCDHHS also relies on the Delivery of Automated Systems for Healthcare (DASH) Team, its internal Project Management Office (PMO), for MES Modernization Program oversight and organization. Additionally, SCDHHS will partner with an Independent Verification & Validation (IV&V) vendor to provide oversight for MES Modernization projects, including the HWCIM project.

2 INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

2.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

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(5)]

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 or entity 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 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. [02-2A003-4]

2.2 ADDITIONAL DEFINITIONS (SCDHHS)

ACTUAL OPERATIONAL START DATE is the actual date on which SCDHHS determines in its sole, but reasonable, discretion that the system is operational substantially as a whole.

BENEFICIARY(IES) means a qualified, enrolled recipient of Medicaid benefits.

BUSINESS PROPOSAL is the Price Proposal. Business Proposal, Price Proposal and Cost Proposal are used interchangeably.

DEFECT means any aspect of a Deliverable's performance that does not meet its requirements. A Defect is logged when actual results do not match expected results during testing. Defects may also be referred to as Bugs.

DELIVERABLE(S) means those items identified in the Contract to be delivered by the Contractor to SCDHHS including, without limitation, the acquired items, hardware, Services, software, tangibles, and intangibles required hereunder.

KEY PERSONNEL means the Corporate Sponsor, Engagement Manager, Project Manager, and Technical Director required to be identified by name in Contractor's Offer, any approved successor to such named individuals and any other individual and his/her approved successor designated in Contractor's Offer as Key Personnel.

MILESTONES mean significant specific points along a project timeline. These points may be Major Deliverables, signal anchors, a need for external review, or input. In many instances, Milestones do not impact project duration. Instead, they focus on major progress points that must be reached to achieve success.

SERVICES mean the Services to be delivered by Contractor pursuant to the Contract Documents.

2.3 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]

2.4 AUTHORIZED AGENT (FEB 2015)

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

2.5 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, the most recent 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. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3].

2.6 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]

2.7 BID ACCEPTANCE PERIOD (JAN 2004)

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

2.8 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]

2.9 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]

2.10 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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. [02-2A032-2]

2.11 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 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]

2.12 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]

2.13 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)

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

2.14 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 mailroom that services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

2.15 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]

2.16 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]

2.17 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]

2.18 MULTIPLE OFFERS (MAR 2024)

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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

2.19 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]

2.20 PRICING (MAR 2024)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-2]

2.21 OPEN TRADE REPRESENTATION (JUN 2015)

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

2.22 PROTESTS (MAY 2024)

(a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

2.23 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]

2.24 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]

2.25 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]

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.**

****All Offerors should use Attachment ATTM 009 – QUESTIONS TEMPLATE****

2.26 REJECTION/CANCELLATION (JAN 2004)

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

2.27 RESPONSIVENESS (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

2.28 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]

2.29 STATE OFFICE CLOSINGS (JAN 2004)

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

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

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

(b) By submitting a response to this solicitation or request, Offeror (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]

2.31 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]

2.32 TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)

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 SC Schedule TC-2, “Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business” A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the Contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, South Carolina Department of Administration <http://smbcc.sc.gov>. [02-2A135-2]

2.33 VENDOR REGISTRATION MANDATORY (MAY 2024)

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 New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants. Vendors must keep their vendor information current. If you are already registered and know your User ID and 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 or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

2.34 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

2.35 CONFERENCE – PRE-BID/PROPOSAL (MODIFIED)

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

Location of Pre-Bid/Proposal Conference: **See Cover Page**

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 above. **Have a copy of the solicitation ready so you can follow the discussion.** 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.

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.

If you would like to participate in the Conference, please email the Procurement Officer in accordance with the contact information and date/time stated on Cover Page One, to obtain instructions on how to do so.

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.

2.36 CONTENTS OF OFFER (RFP) (MODIFIED)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your Offer must be divided into two parts, the technical proposal and the business proposal. Each part should be uploaded separately in SCEIS.
- (d) If your Offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your Offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

2.37 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 the 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.

2.38 ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

(b) Steps for On-Line Bidding

#1 The link provided on the solicitation’s Cover Page will take you to our web based on-line bidding system, where you

will enter and/or upload your offer.

#2 Follow the general user instructions posted at www.procurement.sc.gov under the heading

“Doing Business with Us” and then “Submitting Offers.”

#3 Confirm your offer has a status of “submitted” by refreshing the “RFx and Auctions” screen.

Only offers with a status of “submitted” have been received by the State.

Offers with a status of “saved” have not been received.

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

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

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

2.39 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]

2.40 DEMONSTRATION

After the evaluation of the Phase 1 criterion, up to three (3) Offeror’s proposals ranked close enough to the highest-ranked Offeror where the award of points allowed for a demonstration could shift the final ranking will be required to give a live demonstration of their proposed solution to be evaluated in Phase 2. The demonstration will be performed at 1801 Main Street, Columbia SC 29201, and any travel-related expenses incurred by the Offeror are the sole responsibility of that Offeror. The time allotted per individual Offeror to demonstrate their proposal shall not exceed two (2) hours to include a question-and-answer session. See Section 2.41 for breakdown of time allotted.

The Procurement Officer will notify the responsive and responsible Offerors as quickly as possible to schedule a specific date and time for the demonstrations.

a. The activities of the Offeror should be limited to a demonstration of the capabilities and methods described in the Offeror’s written proposal. Evaluators may ask questions pertaining to the Offeror’s demonstration at the conclusion. The Offeror’s answers are restricted to statements of facts. Offeror will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal during the demonstration.

b. The Offeror may be required to document an answer if it is determined to be in the best interest of SCDHHS.

- c. The demonstration should be conducted in a straightforward manner to secure a clear and meaningful understanding of the Offeror's proposed solution.
- d. The demonstration is designed to enhance the evaluation panel's understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- e. The demonstration script contained in ATTM 010 DEMONSTRATION/ORAL PRESENTATION SCRIPT to this Solicitation will be used to assist SCDHHS in reviewing the written proposals and to gauge how well the solution meets SCDHHS's organizational goals and objectives. Prepare to present information on the items listed in the demonstration script. The time allotted for the demonstration shall not exceed two (2) hours, which includes the demonstration and questions and answers. See Section 2.41 for breakdown of time allotted. Additionally, if time allows, at the end of the scripted portion of the demonstration, the Offeror will have the opportunity to show any additional features or functionality offerings that were not previously covered by the demonstration script but were a part of their written proposal.
- f. In an effort to ensure that we cover all key factors necessary to complete our selection process, the Offeror should complete the entire demonstration script before presenting other optional features. If there is a portion of the demonstration script which your system does not accommodate, please state this during your demonstration and move on to the next item. Failure to review or acknowledge items on the demonstration script could result in receiving a lower score.
- g. The Offeror will supply all components required to perform their demonstration. SCDHHS will provide a projection screen and ensure internet connectivity.

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

2.41 DEMONSTRATION SCRIPT

The demonstration script is outlined in ATTM 010 DEMONSTRATION/ORAL PRESENTATION SCRIPT to this solicitation.

The demonstration is limited to a maximum of two (2) hours, consisting of an introduction lasting no more than fifteen (15) minutes; proposal overview lasting no more than sixty (60) minutes; and question and answer period lasting no more than forty-five (45) minutes. Prospective Offerors are expected to address all requirements stated in Section 3 – Scope of Work.

2.42 PROTEST - CPO - ITMO ADDRESS (MAR 2024)

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 600, Columbia, SC 29201.

[02-2B120-2

2.43 RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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. [02-2B127-1]

3 SCOPE OF WORK/SPECIFICATIONS

The Statement of Work for this Solicitation is built around the following components:

1. Narrative of Project Objectives, Scope, and Approach
2. Explanation of Contractor and SCDHHS Roles and Responsibilities
3. Business Requirements

3.1 NARRATIVE OF PROJECT OBJECTIVES, SCOPE, AND APPROACH

3.1.1 1915(C) HOME AND COMMUNITY-BASED WAIVER HEALTH AND WELFARE ASSURANCE AND SUBASSURANCES

The 1915(c) Home and Community-Based Services (HCBS) waivers allow states to provide services to individuals who require a level of care typically provided in hospitals, nursing facilities, or intermediate care facilities for individuals with intellectual disabilities. These waivers aim to offer individuals the choice to receive services in their home or community rather than institutional settings. CMS outlines assurances and sub-assurances that states must meet to ensure the health, welfare, and rights of Beneficiaries, as well as the financial accountability of the program. See [HCBS Measure Set SMDL \(medicaid.gov\)](#); [Measuring and Improving Quality in Home and Community-Based Services | Medicaid; Federal Register :: Medicaid Program; Ensuring Access to Medicaid Services](#)

These CMS requirements include implementing systems for incident management, ensuring proper qualifications for service providers, and providing services according to the individual's plan of care. The following are the assurance and subassurances specific to health and welfare:

Assurance – The state demonstrates it has designed and implemented an effective system for assuring waiver Beneficiary health and welfare.

- i. Subassurance – The state demonstrates on an ongoing basis that it identifies, addresses and seeks to prevent instances of abuse, neglect, exploitation and unexplained death.
- ii. Subassurance – The state demonstrates that an incident management system is in place that effectively resolves those incidents and prevents further similar incidents to the extent possible.
- iii. Subassurance – The state policies and procedures for the use or prohibition of restrictive interventions (including restraints and seclusion) are followed.
- iv. Subassurance – The state establishes overall health care standards and monitors those standards based on the responsibility of the service provider as stated in the approved waiver.

CMS final rule, "Ensuring Access to Medicaid Services" (see 89 FR 40542) aims to improve access to care, quality of care, and Beneficiary health and quality of life outcomes, particularly for Home and Community-Based Services (HCBS). This rule includes significant provisions that impact critical incident reporting for HCBS waivers.

Specific to the scope of this project, the final rule establishes a minimum definition for "critical incidents" and sets state performance and reporting requirements for investigating and taking action on such incidents. States must operate and maintain incident management systems to identify, report, triage, investigate, resolve, track, and trend critical incidents. This includes the requirement for an electronic information system to collect and analyze data related to critical incidents.

To ensure the above requirements are met for all SCDHHS waivers, the Contractor shall implement a critical incident management solution which must:

- Enable providers to follow the reporting requirements for critical events across all waiver programs
- Perform analytical procedures, such as data matches, on Medicaid claims data to identify any unreported critical incidents and investigate as needed
- Enable providers to submit all incident reports no later than twenty-four (24) hours of an incident or the next business day

- Contact providers before the results of internal reviews are due to ensure that providers submit such results within required timeframes
- Manage processes to prevent future abuse, neglect and exploitation (ANE) incidents and unexplained Beneficiary deaths

3.1.2 SOLUTION ENVIRONMENT

3.1.2.1 Existing Environment or “Current State”

Contractor must deliver data to State systems using standards as defined in Section 3.1.2.2 Planned Environment or “Desired Future State,” and the Contractor must integrate with the MES Core and adhere to those standards.

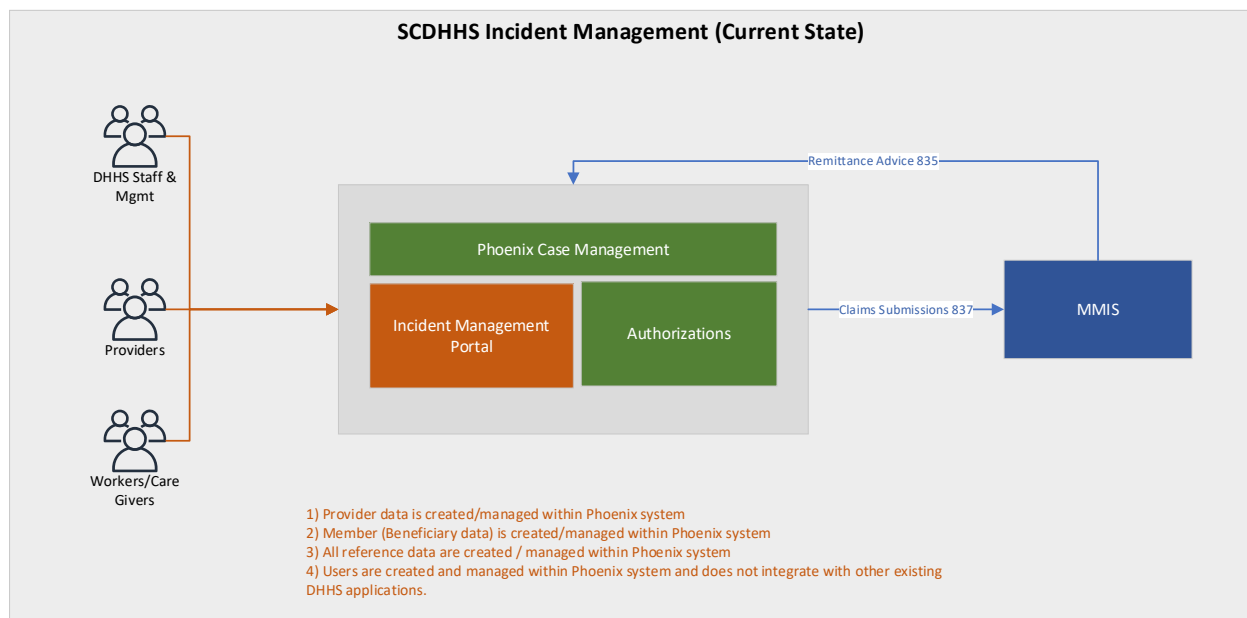
3.1.2.1.1 SCDHHS Current State

In the current state, SCDHHS users report and manage critical incidents through the Incident Management System maintained within the Phoenix system, which is a SCDHHS proprietary system. Providers and other external users—including care givers/case managers, and nurses—access the Phoenix system through the Provider Portal which is driven by the Phoenix case management system using near real time data transfer via Representational State Transfer (REST) Application Programming Interfaces (APIs) using the JavaScript Object Notation (JSON) format. Phoenix allows case managers, nurses, and service coordinators around the state to create incident reports related to abuse, neglect, exploitation, death, and other critical incidents.

The following covers the data sources for each of the data entities used by the Incident Management System within the incident management feature of the Phoenix system.

- The Provider data that is used within the Phoenix system for incident creation is created and maintained within the Phoenix system itself. There are no external interfaces for loading and managing the provider data.
- The Beneficiary data is created and managed within the Phoenix system.
- Any reference data used within the incident management feature is created and managed within the Phoenix system.

Figure 3.1.2.1.1-1: Current State SCDHHS Data Flow Incident Management Feature – Phoenix



The following table provides a snapshot into the incident and user volume created and managed within the Phoenix system.

Table: 3.1.2.1.1-1: Incident and User Volume – Phoenix

Entity Type	Total count	Description
Incidents	8,192	Total number of incidents created and managed within the Phoenix system since system inception.
Active Users	992	Number of current, active users managed within the Phoenix system.

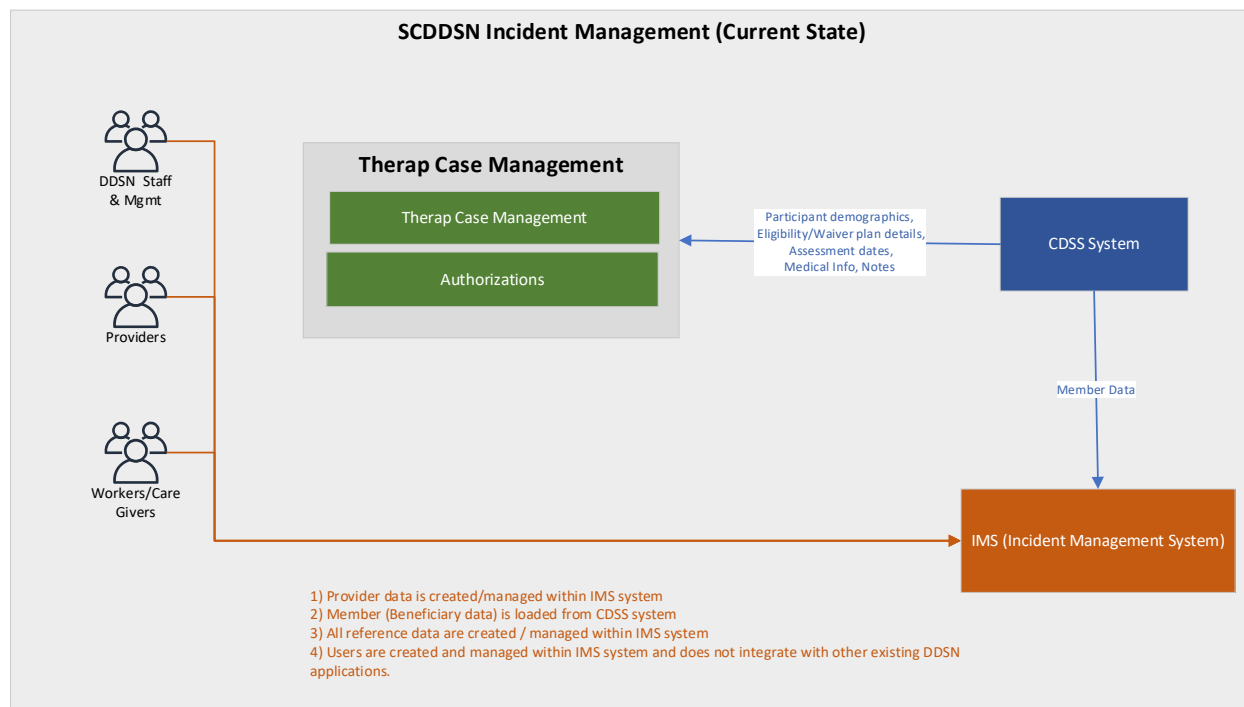
3.1.2.1.2 SCDDSN Current State

In the current state, the incident management functionality for SCDDSN is handled through their Incident Management System (IMS). Providers and other external users—including care givers/case managers, and nurses—access IMS to create incidents related to abuse, neglect, exploitation, death, and other critical incidents.

The following covers the data sources for each of the data entities used by the IMS:

- The Provider data that is used for incident creation is created and maintained within the IMS system itself. There are no external interfaces for loading and managing the provider data.
- IMS system integrates with the Consumer Data Support System (CDSS) data through interface to load and manage the Beneficiary data.
- All reference data used within the incident management feature is created and managed within the IMS.

Figure 3.1.2.1.2-1: Current State SCDDSN Data Flow Incident Management Feature – IMS



The following table provides a snapshot into the incident and user volume created and managed within IMS.

Table: 3.1.2.1.2-1: Incident and User Volume – SCDDSN IMS

Entity Type	Total count	Description
Incidents	34,000	Total number of incidents created and managed within the IMS system since system inception
Active Users	600	Number of current, active users managed within IMS.

3.1.2.2 Planned Environment or “Desired Future State”

The future incident management system will serve the users of both the SCDDSN and SCDHHS systems for creating and managing critical incidents. The user types that will be using the future incident management system include the following:

- Providers
- Incident Management Team
- System Configuration Admin
- State Users (SCDDSN, SCDHHS, SC COC)

The diagram below represents a conceptual data flow and demonstrates how the HWCIM system will integrate with the MES Core. Solution must meet the Solicitation requirements and fit within SCDHHS’ existing environment.

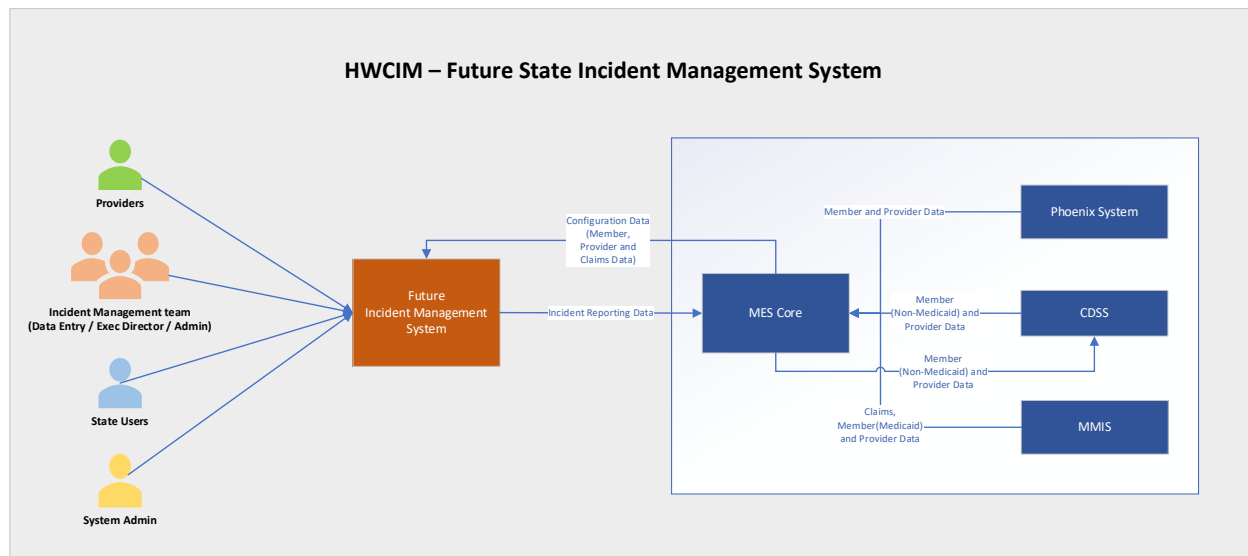
MES Core will serve as the single integration point for exchanging data with the HWCIM system. The interface with MES Core will provide the following data to the HWCIM system on an ongoing basis.

- Reference Data
- Beneficiary Data
- Provider Data
- Claims Data

The future HWCIM system will exchange critical incident data with MES Core.

During the data migration phase of the project, the initial seeding of data will come from both the Phoenix system and the current SCDDSN IMS system.

Figure 3.1.2.2-1: Proposed Conceptual Future State HWCIM Data Flow



3.2 EXPLANATION OF CONTRACTOR AND SCDHHS ROLES AND RESPONSIBILITIES

3.2.1 PROJECT MANAGEMENT

SCDHHS has established the DASH Program to manage all project management activities for the project. Project management activities shall encompass the planning, management, direction, and control of all contracted work performed by the Contractor or its Subcontractors and all work necessary to successfully complete the project. Under direction of the DASH Program, the Contractor shall initiate, effect, conduct, and coordinate all project activities with their Subcontractors, SCDHHS, and others project stakeholders, including without limitation the IV&V Contractor and the Executive Steering Committee.

3.2.1.1 Project Governance

An Executive Steering Committee will be established for the DASH Program and all related projects. The Executive Steering Committee will provide direction to the DASH Program Director and help resolve escalated issues. The Executive Steering Committee will meet monthly, or as often as deemed necessary and appropriate by the SCDHHS Director. The meeting will allow the SCDHHS Director to receive progress reports directly from DASH project management staff and provide an opportunity for discussion with the Contractor senior representatives.

The Executive Steering Committee will consist of the following members:

- SCDHHS Director
- SCDHHS Chief of Staff
- SCDHHS Chief Financial Officer
- SCDHHS CIO
- DASH Program Director
- DASH Program Manager
- Contractor Executive Sponsor (Sr Management Representative)
- Contractor Senior Project Representative
- IV&V Representative

The DASH Program Director and the Contractor senior project representative will present, at a minimum, project status, accomplishments, key upcoming activities, risks, and issues. Any project issues or project decisions that need to be addressed will be highlighted and discussed with senior management during the meeting.

The IV&V representative may also give a summary report of findings and observations to the Executive Steering Committee. Any unresolved findings or concerns can be discussed. Contractor will coordinate with the DASH Program to execute the project while staying within the governance structure, including coordinating with the Executive Steering Committee as requested by the DASH Program.

3.2.1.2 Project Kickoff

The Contractor, in conjunction with the DASH Program, shall plan and conduct a Project Kickoff Meeting within ten (10) business days following the award of the Contract or as mutually agreed upon by all parties. The Project Kickoff Meeting shall include, but not be limited to, all project team members and stakeholders and shall communicate the purpose, goals, plans, and Deliverables of the project.

3.2.1.3 Project Documentation Management

All Contractor activities and Deliverables shall be in accordance with the documentation management processes defined in the DASH Document Management Process, PL 002 PGM.PROC.0002 - Document Management Process, located in the Procurement Library of this Solicitation.

SCDHHS will use Microsoft SharePoint for all project documentation, action items, decisions, issues, risks, and change requests. The Contractor may use their own tools for internal process control, but any documentation, action items, decisions, issues, risks, or change requests submitted to SCDHHS shall reside and be maintained in the SCDHHS SharePoint site.

3.2.1.3.1 Documentation and Deliverable Review Timeframe

The standard review timeframes for documents and Deliverables consist of a 10-5-5 review schedule as defined in the DASH Document Management Process, PL 002 PGM.PROC.0002 - Document Management Process, located in the Procurement Library of this Solicitation.

The Contractor must recognize and understand the limited SCDHHS staff available to participate in the project and not unreasonably attempt to submit multiple Deliverables for SCDHHS review at the same time without first confirming sufficient SCDHHS staff are available for review.

3.2.1.4 Project Management Plans

The Contractor shall comply with the project management approaches, processes, and tools to support SCDHHS in accordance with the following SCDHHS plans and processes:

- ATTM 016 PGM.PLAN.0003 - RISK MANAGEMENT PLAN
- ATTM 017 PGM.PLAN.0004 - COMMUNICATIONS MANAGEMENT PLAN
- ATTM 018 PGM.PLAN.0005 - ISSUE MANAGEMENT PLAN
- ATTM 019 PGM.PLAN.0006 - CHANGE MANAGEMENT PLAN
- ATTM 020 PGM.PLAN.0007 - SCHEDULE MANAGEMENT PLAN
- PL 002 PGM.PROC.0002 - DOCUMENT MANAGEMENT PROCESS

The Contractor shall comply with the monitoring and controlling processes, as approved by SCDHHS, for all project related decisions and action items.

In addition to the project management plans and processes listed above, the Contractor shall comply with the approaches and processes outlined in the approved plans identified in ATTM 011 DASH CONSOLIDATED DELIVERABLES MANAGEMENT LIST (CDML).

3.2.1.5 Project Schedule

The Contractor shall provide a project schedule to baseline during the planning phase, which shall be developed, augmented, maintained, and controlled in accordance with ATTM 020 PGM.PLAN.0007 - SCHEDULE MANAGEMENT PLAN. This schedule will not change the Contractor's proposed project duration without prior approval from SCDHHS. The project schedule shall be created and managed using MS Project Professional. The Contractor responsibilities outlined in the plan include:

- Create a comprehensive Work Breakdown Structure (WBS) that identifies and documents specific activities to produce each project Deliverable, the dependencies between the activities, and a work effort estimate for each activity
- Apply individually identifiable resources to the WBS to produce a project schedule with planned availability for each resource
- Decompose the activities at the lowest level of the project schedule such that none exceed ten (10)-day duration, unless specifically approved by SCDHHS. During creation and ongoing management of the project schedule, the Contractor must perform such decomposition to maintain a minimum of six (6) months of detailed activities. The schedule shall include estimated durations and work at a summary level for all future activities required to complete the Implementation Phase of the Contract
- Provide weekly status updates in accordance with ATTM 020 PGM.PLAN.0007 - SCHEDULE MANAGEMENT PLAN

The Contractor shall recognize and understand the limited SCDHHS staff available to participate in the project, and not unreasonably attempt to schedule workshops or other activities that create conflicts for the SCDHHS staff. For example, scheduling requirements workshops for two (2) different topics at the same time when SCDHHS staff should attend both workshops, or submitting multiple Deliverables for SCDHHS review at the same time when limited staff are available for these reviews.

3.2.1.6 Project Status Report

The Contractor shall provide a weekly project status report utilizing the DASH status report template. The DASH status report template, PL 003 PGM.TMPL.0012 - Project Status Report Template, is located in the Procurement Library of this Solicitation. The Contractor's status report shall provide high-level information to effectively and efficiently communicate project progress against the project plan. The status report shall also identify any risks, issues, action items, decisions, or change requests impacting the project schedule, scope, cost, and Deliverables to the stakeholders and team members.

The Contractor shall provide a monthly status report utilizing the DASH status report template, within five (5) business days of the last day of the month, that includes high-level information about project progress for SCDHHS executives and external stakeholders to get an 'at-a-glance' insight into the status of the project. The DASH status report template, PL 003 PGM.TMPL.0012 - Project Status Report Template, is located in the Procurement Library of this Solicitation. The Contractor shall participate in a status meeting to review the monthly status report. The monthly status report shall also include a Contract financial status and personnel turnover statistics.

3.2.2 CONSOLIDATED DELIVERABLES MANAGEMENT LIST (CDML)

ATTM 011 DASH CONSOLIDATED DELIVERABLES MANAGEMENT LIST (CDML) identifies the required Deliverables applicable to SCDHHS vendors for system implementation projects. The Contractor shall submit CDML Deliverables to the DASH Program and the Office of Cybersecurity using approved formats/templates.

The Contractor may propose additions to the CDML for SCDHHS consideration and approval. All data and documents required for the proper operation and maintenance of Contractor's solution and supporting operations shall be included in the CDML and all CDML data items shall be considered Deliverables. The Contractor must be familiar with and comply with the templates, standards, and tools established in the CDML.

Project-based Deliverables are documented, monitored, measured, and reported via the SCDHHS defined project management processes. Some Deliverables are assigned to specific phase related timeframes established in the CDML, but actual delivery due dates will be established in the approved project schedule.

3.2.3 CONTRACTOR STAFFING AND KEY PERSONNEL

The Contractor shall provide a Vendor Staff Management Plan during the Initiate-Planning Phase to include project staffing and resource management as identified in CDML. If the Contractor chooses to utilize Subcontractors, the Contractor shall include these resources in the Vendor Staff Management Plan.

The Contractor shall staff all positions necessary to perform its duties under this Contract with personnel qualified to perform the necessary duties. The Contractor shall not invoice SCDHHS for personnel training or education needed to meet labor category requirements, maintain job skills, or maintain licensing or certification. The Contractor must have resources and staff available to start project activities within ten (10) business days from the Contract effective date.

The Contractor shall maintain a current organization chart including the names, position titles, and labor categories for all personnel (including Subcontractors) performing duties on the Contract and shall provide current versions to SCDHHS monthly or when changes occur.

3.2.3.1 Key Personnel

The Contractor shall identify their Key Personnel which must include, at a minimum:

- Account Manager
- Project Manager
- Operations Manager
- Deployment Manager
- Functional Lead
- Technical Manager / Lead
- Test Manager / Lead
- Federal Certification Manager / Lead

- Data Conversion Manager / Lead

The Contractor may identify additional Key Personnel and their assigned positions. SCDHHS shall have access to the Contractor's Key Personnel. SCDHHS expects the individuals identified as Key Personnel to remain with the project through implementation, including Federal Certification, if required. Key Personnel whose duties do not span the entire project duration may be exempted from the requirement that they remain with the project through implementation with approval from the SCDHHS on a case-by-case basis. The Contractor shall not make changes to Key Personnel without prior approval from SCDHHS.

3.2.3.2 Contractor Staff Location

SCDHHS believes that co-located teams are often more productive than geographically separated teams. SCDHHS understands, however, that contractors often have development and operations groups whose services are not easy to relocate without a loss in skill sets or experience. SCDHHS business hours are 8:30 am to 5:00 pm, Eastern Time (ET) Monday – Friday with the exception of state holidays.

SCDHHS is willing to accept a mix of onsite and remote personnel during various phases of the project. Contractor onsite schedules for personnel must be submitted to SCDHHS for review and approval prior to the beginning of each phase.

3.2.3.2.1 Initiate-Planning Phase

The Contractor shall provide an onsite schedule for personnel during the Initiate-Planning Phase. The Contractor onsite personnel during this phase must include at a minimum:

- Account Manager
- Project Manager
- Functional Leads

3.2.3.2.2 Requirements Phase

The Contractor shall provide an onsite schedule for requirement personnel in accordance with ATTM 015 PGM.PLAN.0002 – REQUIREMENT MANAGEMENT PLAN. The Contractor onsite personnel during this phase must include at a minimum:

- Project Manager
- Functional Leads

3.2.3.2.3 User Acceptance Test Phase

The Contractor shall provide an onsite schedule for user acceptance test and Defect triage personnel in accordance with ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN. The Contractor onsite personnel during this phase must include at a minimum:

- Project Manager
- Test Manager / Lead
- Technical Manager / Lead
- Functional Leads

3.2.3.2.4 Deployment Phase

The Contractor shall provide an onsite schedule for personnel during the Deployment Phase. The Contractor onsite personnel during this phase must include at a minimum:

- Project Manager
- Deployment Manager
- Technical Manager / Lead

3.2.3.2.5 Operations Phase

The Contractor shall provide an onsite schedule for personnel during the Operations Phase. The Contractor onsite personnel during this phase must include at a minimum:

- Operations Manager
- Technical Manager / Lead

3.2.3.2.6 Data Conversion Phase

The Contractor shall provide an onsite schedule for personnel during the Data Conversion Phase. The Contractor onsite personnel during this phase must include at a minimum:

- Project Manager
- Data Conversion Manager / Lead
- Functional Leads
- Technical Manager / Lead
- Test Manager / Lead

3.2.3.2.7 Federal Certification Phase

The Contractor shall provide an onsite schedule for personnel during Federal Certification activities to assist the project team in the identified tasks involving the preparation and execution of the Operational Readiness Review and the Certification Review. The Contractor onsite personnel during this phase must include at a minimum:

- Federal Certification Manager
- Functional Leads

3.2.3.3 Removal of Personnel

SCDHHS may monitor Contractor efforts and account for all work to be performed by the Contractor personnel, contractors, and Subcontractors. SCDHHS may determine whether the Contractor personnel are performing satisfactorily at the appropriate skill levels specified in the Contractor's Technical Proposal or as warranted in the Contract. SCDHHS may require the Contractor to relieve any of the Contractor's personnel from any further work under the Contract if in its sole discretion:

- (i) The individual does not perform at the applicable skill level specified in Contractor's Technical Proposal or elsewhere in the Contract,
- (ii) The individual does not deliver work that conforms to the performance standards stated in the Contract, or
- (iii) The person exhibits personal or professional conflicts with SCDHHS personnel that hinder effective progress on the project.

Upon being notified in writing by SCDHHS that a member of the Contractor's personnel is unacceptable, the Contractor shall remove that individual from any assignments on the Contract in the timeframe provided by SCDHHS.

Replacement of any personnel, whether at the Contractor's or SCDHHS' request, shall be with personnel of substantially equal ability and qualifications as determined by SCDHHS in its sole discretion.

3.2.3.4 Personnel Turnover

The Contractor agrees that it is in the best interests of both parties to keep the turnover rate of Contractor personnel, contractors, and Subcontractors to a minimum. The Contractor shall provide SCDHHS with project team personnel turnover statistics monthly, and Contractor shall meet with SCDHHS promptly after the provision of each such report to discuss the reasons for, and impact of, the turnover. Regardless of the transfer or turnover of Contractor personnel, contractors and Subcontractors, Contractor remains obligated to perform the Work as required in the Contract.

3.2.4 PROJECT METHODOLOGIES AND PHASE GATES

The work required for this Contract is divided into three (3) phases; Implementation Phase, Operations Phase, and Turnover Phase. The Implementation Phase will be divided into multiple project phases as described below.

The Contractor shall support and participate in SCDHHS' methodology of entrance and exit criteria for each project's phase gate Milestones as documented in ATTM 014 DASH PHASE SUMMARY CHECKLISTS.

3.2.4.1 Implementation Phase

The Implementation Phase begins on the effective date. This phase can overlap the Operations Phase.

The Implementation Phase consists of the work described in the following project phases.

3.2.4.1.1 Initiate-Planning Phase

The Initiate-Planning Phase shall encompass the effort required to establish and verify that the processes, resources, and schedule are in place to begin project work as described in Section 3.2.1 Project Management of this statement of work.

3.2.4.1.2 Requirements Phase

The Requirements Phase encompasses the effort required to gather the detailed business and technical system requirements and conduct joint Contractor and SCDHHS requirements verification workshops. Contractor shall be responsible for initiating, conducting, coordinating, facilitating, and documenting all activities associated with the development effort.

The purpose of the Requirements Phase is to solidify Contractor's understanding of all solution requirements and validate the expectations of SCDHHS. The Contractor shall conduct requirements workshops and document detailed requirements in accordance with the ATTM 015 PGM.PLAN.0002 – REQUIREMENTS MANAGEMENT PLAN. The Contractor shall work in conjunction with SCDHHS to gather and manage project requirements.

The Contractor shall generate a Requirements Traceability Matrix (RTM) at the end of the Requirements, Design, Development, Test, and Training phases as defined in the project schedule.

3.2.4.1.3 Design Phase

The Design Phase encompasses the effort required to create and validate the design of the solution. The Contractor shall create design documentation that reflects the functionality and the flow-down of approved requirements specified in the project requirement repository. The design documentation shall meet or exceed the approved requirements specified in the project requirement repository and shall result in a solution that is federally certifiable.

Contractor shall conduct design review sessions and present to SCDHHS, in formal briefings, the Contractor's design. Contractor shall present at the beginning of the Design Phase, for SCDHHS approval, a schedule that shall identify the date, time, subject, and location for Contractor's presentation of each review item. SCDHHS will confirm that the correct stakeholders will be in the review sessions.

The design documentation will be reviewed by SCDHHS using the documented Deliverable review process.

3.2.4.1.4 Development Phase

The Development Phase encompasses the efforts required to develop, configure, and unit test the proposed solution described in the approved requirements and design. Contractor shall develop and configure the solution in accordance with the standards and requirements identified in the requirements repository and the approved design.

SCDHHS MES Core serves as the SCDHHS enterprise information hub for providing a consistent way of integrating with the different components in the Enterprise Architecture. The Contractor shall coordinate all data transfers and interfaces with the SCDHHS MES Core.

3.2.4.1.5 Test Phase

The Test Phase encompasses the effort required to test the solution to ensure it functions as described in the approved requirements and design. The Contractor shall work in conjunction with the SCDHHS Test Team to plan, manage, and execute testing in accordance with ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN.

Contractor shall perform the tasks required to plan, manage, and execute application software testing. SCDHHS reserves the right to attend and participate in all testing activities.

The Contractor shall develop comprehensive test plans for the following test phases as identified in the CDML:

- System Integration Test Plan
- End-to-End Integration Test Plan

- Performance Test Plan
- User Acceptance Test Support Plan

The Contractor shall collaborate with SCDHHS to develop a test estimation model and test schedule for each test phase.

The Contractor shall develop test cases in accordance with ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN including the development and maintenance of bi-directional traceability from each test case to the relevant requirements, designs, use cases, and components. The Contractor shall support collaborative test case review with SCDHHS stakeholders.

The Contractor shall provide the required test tools in accordance with ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN.

The Contractor shall execute Contractor-led test phases and support execution of SCDHHS-led test phases in accordance with ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN. The Contractor shall generate Test Summary Reports and test phase Requirements Traceability Matrix (RTM) as identified in the CDML.

The Contractor shall participate in Defect Management as outlined in ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN. The Severity and Priority of Defects shall be determined at the sole discretion of SCDHHS using processes outlined in this plan.

The Contractor shall demonstrate the solution after successful conclusion of System Integration Test (SIT) to project stakeholders as specified by SCDHHS. Additional demonstrations may be required for a project comprised of multiple releases or phases.

3.2.4.1.6 UAT Phase

User Acceptance Test (UAT) shall exercise all facets of the solution using scripted scenarios. SCDHHS will conduct UAT after the successful completion of Contractor’s End-to-End Integration Test. The Contractor shall support UAT in accordance with ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN and the User Acceptance Test Support Plan outlined in the CDML. A large volume of data will be required to conduct UAT, including converted and interface data in accordance with defined security procedures.

SCDHHS will develop a project specific SCDHHS UAT Plan to define the scope, content, and activities required for execution. The Contractor shall develop a UAT Support Plan to describe the test activities and resources provided by the Contractor to support the SCDHHS UAT effort. Contractor will provide SCDHHS with access to the written test scenarios, test scripts, and test information sheets developed for Contractor-led test phases as input into SCDHHS created UAT test scripts.

Contractor shall provide staff resources necessary to promptly address SCDHHS tester’s questions and issues.

The Contractor shall provide system training to SCDHHS UAT participants prior to the start of UAT execution as defined in the project schedule.

Contractor shall make all required changes to resolve all Defects encountered during UAT. Contractor shall re-test the modified system and submit it again to SCDHHS for acceptance testing. This process shall continue until SCDHHS approves the final results. The Contractor shall update design documentation, training materials, user manuals, and all other system documentation as changes are made. Expected response times for SCDHHS testing (State Test and UAT) are identified in the table below:

Table 3.2.4.1.6-1: Target Severity Response Times for Defects

Definitions	Expected Response Time	Expected Resolution Time
Any application or system failure that prohibits critical functionality	Within one (1) to three (3) business hours	Within two (2) business days

Any application or system failure that prohibits key functionality with no acceptable workaround	Within two (2) business days	Within ten (10) business days
Any application or system failure that affects non-critical functionality; A temporary work around is available	Within five (5) business days	Within twenty (20) business days
A cosmetic Defect, documentation error, or anything deemed to be minor by SCDHHS	Within ten (10) business days	Within twenty-five (25) business days

Successful completion of UAT shall not imply SCDHHS acceptance of the system and shall only serve as a decision point on whether to proceed to the next phase.

3.2.4.1.7 Deployment Phase

The Deployment Phase encompasses the effort required to successfully deploy the proposed solution to production. SCDHHS shall be the sole determiner in the decision to proceed to deployment. SCDHHS, with input from the Contractor, shall specify the schedule for deploying the solution. Contractor shall be responsible for the planning and execution of deployment.

The Contractor shall develop a Deployment Plan to describe a detailed plan for all deployment steps, procedures, and detailed sequences of events necessary to deploy the solution.

The Contractor shall demonstrate to SCDHHS that Contractor resources and systems are positioned to support Deployment to include a help desk and on-site application and operational support.

The Contractor shall provide a Deployment Report that shall detail the results of the execution of the Deployment Plan. The report shall provide a record to ensure that all requirements of the Deployment Plan were completed and shall be based on the requirements in the CDML.

3.2.4.1.8 Training Phase

The Training Phase shall encompass the tasks required to plan, manage, direct, schedule and execute the training of:

- SCDHHS project staff, program staff, and operations staff on the operation of the application such that they are capable of performing and executing their assigned responsibilities in support of the development, testing, deployment, and operations activities
- SCDHHS technical staff on the technical aspects of the application and the technologies employed in the development, testing, and deployment
- End users on all functional areas within the completed application such that they can execute their job functions and responsibilities including, but not limited to, staff from SCDHHS, SCDDSN, and COC

Contractor shall develop a detailed Contractor Training Plan that fits within the framework of ATTM 022 PGM.PLAN.0011 - TRAINING PLAN.

Contractor shall provide all training and course materials, manuals, user guides or other documentation necessary to conduct the training.

Contractor shall schedule, with SCDHHS approval, and register all training recipients for end user and technical training.

Contractor shall record, track, and report each individual trainee's scheduled training dates, dates attended, and needed curriculum for end user and technical training.

Contractor shall provide training for a user no more than three (3) weeks prior to the phase the user will need to access the application (e.g., testing, deployment).

Contractor shall provide alternate training schedules to allow for normal business operations.

3.2.4.1.9 Federal Certification Phase

The Federal Certification Phase shall encompass the effort required to successfully achieve federal certification from the Centers for Medicare & Medicaid Services (CMS). CMS defines the federal certification process in the April 14, 2022, State Medicaid Directors Letter and Guidance (both referred to as the SMDL).

The SMDL sunset the Medicaid Enterprise Certification Toolkit (MECT) and the Medicaid Eligibility and Enrollment Toolkit (MEET). The SMDL also established a unified certification process for all Medicaid Enterprise Systems (MES), a term synonymous with mechanized claims processing and information retrieval system (MCPIRS) as defined at 42 CFR 433.111(b).

CIM (Critical Incident Management) is not a MES Business Area as defined in the SDML and CMS MES Certification Repository; however, some outcomes relating to reportable events may be defined as a part of other CMS-defined MES Business Areas. Contractor will be required to demonstrate compliance with any identified CMS-required outcomes. Additionally, SCDHHS will request federal certification reviews from CMS at the appropriate times within the project life cycle.

Contractor shall fully support SCDHHS' preparation for and execution of the federal certification process, including without limitation:

- Providing Contractor staff resources throughout the federal certification phase to include any visits by CMS required to complete the process
- Completing initial drafts and delivering to SCDHHS for review, revision, and approval any federal certification documentation that is determined to be the responsibility of the Contractor
- Assisting SCDHHS in preparing, generating, assembling, reproducing, and distributing certification documentation

Contractor shall work with SCDHHS to correct certification deficiencies identified by the federal government during the certification process and once corrected, shall fully support any recertification process requirements.

For all systems that comprise the MES, the Streamlined Modular Certification (SMC) approach is designed to:

- Demonstrate measurable improvements to a state's Medicaid program resulting from the delivery of a new module or enhancement to an existing system.
- Leverage data and testing to inform our assessment of the successful delivery of systems and inform subsequent funding decisions.
- Enable operational reporting for system performance and functionality to ensure ongoing oversight of data and evidence that demonstrates the continuous achievement of required and desired outcomes.
- Reduce burden on states and CMS during the certification process without compromising CMS's responsibility to ensure those systems satisfy all statutory and regulatory requirements.
- Advance incrementally toward a fully realized OBC process for the entirety of MES.

Based on lessons learned from the MECT and MEET reviews and feedback from states, CMS is reducing the number of required state-submitted MES review artifacts from twenty-nine (29) to seven (7). Please see CMS SMC guidance documentation, specifically Appendix C: <https://www.medicaid.gov/medicaid/data-and-systems/downloads/smc-certification-guidance.pdf>; for additional information regarding each of the required artifacts.

The SMC process for MES is structured around three (3) elements:

- **Outcomes** – Outcomes describe the measurable improvements to a state’s Medicaid program that should result from the delivery of a new module or enhancement to an existing system. Outcomes should support Medicaid program priorities, be directly enabled by the state’s IT project, and be stated in the Advance Planning Document (APD). If a project has an already approved APD that does not include applicable outcomes, CMS will work closely with the state to identify and validate project outcomes as part of the APD-Update (APD-U) process or during preparation for a review. CMS is encouraging states to develop measurable, achievable outcomes that reflect the MES project’s short-term goals.
- **Metrics** – Metrics provide evidence that the outcomes are met on an ongoing basis. In accordance with 42 CFR 433.112(b)(15) and 433.116(b), (c), and (i), states must be capable of producing data, reports, and performance information from and about their MES modules to facilitate evaluation, continuous improvement in business operations, and transparency and accountability, as a condition for receiving enhanced federal matching for MES expenditures. Metrics reporting enhances transparency and accountability of IT solutions to help ensure the MES and its modules are meeting statutory and regulatory requirements as well as the state’s program goals. State reporting also gives states and CMS early and ongoing insight into program evaluation and opportunities for continuous improvement. Examples of metrics for MES modules can be found on the CMS Certification GitHub Repository, which can be accessed at <https://cmsgov.github.io/CMCS-DSG-DSS-Certification/>.
- **Conditions for Enhanced Funding** – As a condition of receiving enhanced federal matching funds for state expenditures on MES as described above, states must ensure that the system complies with all of the conditions for enhanced funding as provided in 42 CFR 433.112 and that the system remains compliant with federal Medicaid requirements for enhanced operations matching once it is in operation as provided in 42 CFR 433.116. Please see CMS SMC guidance documentation, specifically Appendix A: <https://www.medicaid.gov/medicaid/data-and-systems/downloads/smc-certification-guidance.pdf>; for Conditions for Enhanced Funding

In addition, CMS has found that properly tested systems and, in particular, those tested by actual users throughout the entire development process, have a better chance of successful implementation. Therefore, CMS is putting an emphasis on testing in the certification process. *The Testing Guidance Framework* document accompanying this SMDL offers specific MES testing expectations and recommendations. CMS plans to release additional materials describing updated software development best practices in the future, which CMS anticipates states will incorporate into their future MES development efforts.

3.2.4.1.9.1 CMS-Required Outcomes

CMS-required outcomes are based on statutory or regulatory requirements and provide a baseline for what is required of an MES, including the efficient, economical, and effective administration of the state’s Medicaid program. They are generally associated with the module(s) the project is trying to put in place or improve. Critical incident management is not an MES Business Area as defined in the SDML and CMS MES Certification Repository; however, some outcomes relating to reportable events may be defined as a part of other CMS-defined MES Business Areas. Table 3.2.4.1.9.1-1 contains CMS-required outcomes applicable to critical incident reporting.

Table 3.2.4.1.9.1-1: CMS-Required Outcomes

ID	Outcome Statement	Proposed Measure(s)	Source
LTSS9	LTSS system documents and tracks reportable events related but not limited to instances of abuse, neglect, exploitation, and unexplained death from case initiation to case closeout.	• Average number of days it takes for a critical incident to completion of an administrative review. • Pass/Fail for the following: • Verify capability to receive reportable events	• 42 CFR 441.404 • CMS Bulletin, Modifications to Quality Measures and Reporting in §1915(c) Home and

ID	Outcome Statement	Proposed Measure(s)	Source
		from various media such as phone and email. • Verify capability to track reportable events through to closure. • Verify capability to search for and view a reportable event using information such as Beneficiary name and/or date of reportable event.	Community-Based Waivers, March 12, 2014 • 42 CFR 441.585 and 42 CFR Part 438
LTSS10	LTSS system collects grievances related but not limited to instances of abuse, neglect, exploitation, and unexplained death from case initiation to case closeout.	• Average number of days it takes from a reported critical incident to completion of an administrative review • Pass/Fail for the following: • Verify capability to receive reportable events from various media such as phone and email. • Verify capability to track reportable events through to closure. • Verify capability to search for and view a reportable event using information such as Beneficiary name and/or date of reportable event.	• 42 CFR 441.464; 441.555
LTSS11	LTSS system creates trend reports of critical incident causes and tracks trends of critical incidents after operational implementation of interventions/mitigations/corrective actions.	• Trend data of critical incidents.	• Application for a §1915(c) Home and Community-Based Waiver [Version 3.6, January 2019] • Instructions, Technical Guide and Review Criteria p.242-243 (Appendix G-1-e) • Modifications to Quality Measures and

ID	Outcome Statement	Proposed Measure(s)	Source
			Reporting in §1915(c) Home and Community-Based Waivers, Page 10

3.2.4.1.9.2 Conditions for Enhanced Funding

In addition to CMS-required outcomes, CMS requires demonstrated compliance with the Conditions for Enhanced Funding (CEFs) listed in 42 CFR 433.112(b) Federal Financial Participation (FFP) for design, development, installation or enhancement of mechanized processing and information retrieval systems. The Contractor shall ensure that the new CIM solution meets the CEFs outlined in Table 3.2.4.1.9.2-1 below.

Table 3.2.4.1.9.2-1: CEFs

Ref #	Condition
1	CMS determines the system is likely to provide more efficient, economical, and effective administration of the State plan.
2	The system meets the system requirements, standards and conditions, and performance standards in Part 11 of the State Medicaid Manual, as periodically amended.
3	The system is compatible with the claims processing and information retrieval systems used in the administration of Medicare for prompt eligibility verification and for processing claims for persons eligible for both programs.
4	The system supports the data requirements of quality improvement organizations established under Part B of title XI of the Act.
5	The State owns any software that is designed, developed, installed, or improved with 90 percent (90%) FFP.
6	The Department has a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for Federal Government purposes, software, modifications to software, and documentation that is designed, developed, installed or enhanced with 90 percent (90%) FFP.
7	The costs of the system are determined in accordance with 45 CFR 75, subpart E.
8	The Medicaid agency agrees in writing to use the system for the period of time specified in the advance planning document approved by CMS or for any shorter period of time that CMS determines justifies the Federal funds invested.
9	The agency agrees in writing that the information in the system will be safeguarded in accordance with 42 CFR 431 subpart F of this subchapter.
10	Use a modular, flexible approach to systems development, including the use of open interfaces and exposed application programming interfaces; the separation of business rules from core programming, available in both human and machine-readable formats.
11	Align to, and advance increasingly, in maturity for business, architecture, and data.
12	The agency ensures alignment with, and incorporation of, industry standards adopted by the Office of the National Coordinator for Health IT in accordance with 45 CFR part 170, subpart B: The HIPAA privacy, security and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and

Ref #	Condition
	compliance with Federal civil rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act; and standards and protocols adopted by the Secretary under section 1561 of the Affordable Care Act.
13	Promote sharing, leverage, and reuse of Medicaid technologies and systems within and among States.
14	Support accurate and timely processing and adjudications/eligibility determinations and effective communications with providers, beneficiaries, and the public.
15	Produce transaction data, reports, and performance information that would contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.
16	The system supports seamless coordination and integration with the Marketplace, the Federal Data Services Hub, and allows interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services as applicable.
17	For Eligibility & Enrollment (E&E) systems, the State must have delivered acceptable MAGI-based system functionality, demonstrated by performance testing and results based on critical success factors, with limited mitigations and workarounds.
18	The State must submit plans that contain strategies for reducing the operational consequences of failure to meet applicable requirements for all major milestones and functionality. This should include, but not be limited to, the Disaster Recovery Plan and related Disaster Recovery Test results.
19	The agency, in writing through the advance planning documents (APD), must identify key state personnel by name, type and time commitment assigned to each project.
20	Systems and modules developed, installed or improved with 90 percent (90%) match must include documentation of components and procedures such that the systems could be operated by a variety of contractors or other users.
21	For software systems and modules developed, installed or improved with 90 percent (90%) match, the State must consider strategies to minimize the costs and difficulty of operating the software on alternate hardware or operating systems.
22	Other conditions for compliance with existing statutory and regulatory requirements, issued through formal guidance procedures, determined by the Secretary to be necessary to update and ensure proper implementation of those existing requirements.

Contractor understands and agrees that SCDHHS will withhold ten percent (10%) retainage of all Implementation and Operations funds as accrued until such time Certification is awarded.

3.2.4.2 Data Conversion Phase

The Data Conversion Phase shall include all actions necessary to accomplish the conversion of legacy data into data for the Contractor system and the physical loading of converted data into the Contractor system. Contractor shall develop and maintain a Data Conversion Plan in accordance with the CDML. Contractor shall be responsible for the overall project planning and project management of all data conversion tasks including Data Conversion Mapping Rules, Data Conversion Validation Scripts and Test Results report, and Final Data Conversion Report outlined in CDML. Current incident management system information relevant to data conversion activities is below.

SCDHHS – Incident Management System Information (Phoenix):

- Number of active user accounts – 992
- 8,200 incidents logged since system go-live (as of February 2024)
- On average, 93 critical incidents were entered per month in 2023

SCDDSN – Incident Management System Information (IMS):

- Number of active user accounts – 600
- 34,0000 incidents logged since system go-live (as of February 2024)
- On average, 210 critical incidents were entered per month in 2023

Contractor shall develop, or provide, all the software necessary to accomplish the data conversion including all the software necessary to restart, backup, restore and recover the conversion processes. Completed conversion mapping rules shall be provided by the Contractor and shall be the basis for requirements for the conversion software.

Contractor shall thoroughly and successfully perform unit testing on all conversion modules to ensure that all input processes and output conditions are tested, contain no anomalies, and are performed according to requirements. Contractor shall execute data cleansing reports and process new extract files from conversion sources as often as needed based on the approved plans.

Contractor shall provide all software programs required to produce data cleansing reports. SCDHHS shall be responsible for any required data extracts of legacy data.

The Contractor shall obtain SCDHHS review and approval of all conversion tools and manual procedures used for conversion or data cleansing reporting.

The Contractor shall establish separate Conversion Test Environments that will allow SCDHHS to test with converted data supplied by the Contractor.

SCDHHS shall determine whether converted data is ready for deployment.

Contractor shall successfully convert one hundred percent (100%) of the data for conversion to be considered successful. Successful conversion would be that all required fields have a value, that all status values or triggers are set according to conversion rules, and all conversion rules for precedence of data were followed. Additionally, all control reports must balance. If the Contractor has identified a data deficiency with a record via the data cleansing report process and SCDHHS failed to correct the problem, then the Contractor is not responsible for system failures associated with that data deficiency. The Contractor is responsible if they fail to identify the data issue in the data mapping and/or data cleansing report processes.

3.2.4.3 Operations Phase

The Operations Phase encompasses activities associated with performing business operations functions; operating and maintaining the system and data aggregator; and performing system upgrades and associated business operations Services.

Contractor shall provide an Operations and Maintenance Plan as identified in the CDML.

The Operations Phase shall commence on the date of SCDHHS acceptance of the completion of the project Deployment Phase. Contractor shall operate and maintain the solution for the period defined in the term of the Contract.

Contractor shall continue to provide updated system documentation during the Operations Phase including updated design documentation, user manuals, and training materials. These updates are to be supplied prior to or in conjunction with the software or database maintenance, upgrade, or enhancement.

The beginning of the Operations Phase will overlap with the end of Implementation Phase. The end of the Operations Phase will overlap with the Turnover Phase.

3.2.4.4 Turnover Phase

At the conclusion of the Contract, Contractor shall fully cooperate and orderly transfer all materials, documentation, contracts, licenses, and data procured under the Contract to SCDHHS. Turnover activities shall include knowledge transfer, conversion or migration of all work in progress, transfer of all documentation required for the operation or maintenance of the system and business operations procedures. The Turnover Phase begins at the notification by the

Contract Administrator to begin turnover activities or not less than one hundred twenty (120) calendar days prior to the expiration of the Contract term. Turnover must be completed by the date of expiration of the Contract.

SCDHHS requires continuity of operations during the transfer of system and operations duties to SCDHHS or another vendor. The turnover shall not result in additional system downtime other than normally scheduled maintenance.

Contractor shall provide a Turnover Plan as identified in the CDML.

3.2.4.5 Project Environments

Contractor shall provide the environments identified in ATTM 011 DASH CONSOLIDATED DELIVERABLES MANAGEMENT List (CDML) as well as in the following plans:

- ATTM 021 PGM.PLAN.0010 - MASTER TEST PLAN
- ATTM 022 PGM.PLAN.0011 - TRAINING PLAN

For the testing and training environments, the Contractor must provide the capability to refresh the environments, restore data, and advance the system date to ensure all system functionality can be thoroughly and repeatedly tested and trained.

3.2.5 INVOICING AND PAYMENT

Contractor shall submit invoices no more frequently than monthly. SCDHHS' fiscal year runs July 1 – June 30. Each year, at fiscal year close, invoices must be received by SCDHHS no later than July 1 for the prior June. See also Section 8.2.

3.2.6 INDEPENDENT VERIFICATION & VALIDATION (IV&V)

SCDHHS may use resources external to this Contract to perform IV&V services. These resources will serve as an independent third party to verify and validate the project performance and Deliverables. Contractor shall participate in IV&V risk identification, reporting, and mitigation efforts.

3.2.7 SERVICE LEVEL AGREEMENTS (SLAs)

The SLAs are effective on the Actual Operational Start Date, unless otherwise specified, and must remain in effect through the Contract term. At SCDHHS' option, the accuracy of performance results, performance level, and execution of key expectations may be measured by independent audit. Liquidated damages will be assessed against the Contractor as written in Table 3.2.7-1, unless otherwise determined appropriate by SCDHHS. The parties further agree that in the event of any failure by the Contractor to meet any of the requirements specified in the Contract, the Contractor should pay any amount due under this Section as liquidated damages. Liquidated damages shall be deducted from the Contractor's next monthly invoice.

Table 3.2.7-1: SLAs

ID	SLA	Description	Liquidated Damages
1.	System Availability	The solution shall maintain a 99.9% performance percentage during core business hours of 6am EST to 10pm EST Monday through Friday, excluding planned downtime. Performance percentage = [Uptime outside of scheduled maintenance] ÷ [Minutes in the quarter not including scheduled maintenance] X 100 Contractor is not responsible for loss or degradation of system access for reasons beyond Contractor's	Up to 1% of the operating fee for the assessed period, as follows: 0.5% for 98.9% - 99.8% uptime. 1% for 97.9% - 98.8% uptime. Assessed quarterly.

ID	SLA	Description	Liquidated Damages
		control, such as State network outages or State performance issues, or problems that arise in the State's infrastructure.	
2.	System Performance	Response time for SCDHHS user-initiated functionality related to the HWCIM database including simple queries shall not exceed three (3) seconds and for complex queries whose output is greater than three thousand (3,000) rows shall not exceed five (5) seconds of the time, excluding batch interface updates. Performance is measured by predefined sample (that is defined and agreed upon by SCDHHS and the Contractor within the System Deployment Plan - Technical Deliverable) measuring timestamp data as defined from the time that the request packet reaches HWCIM system to the time that response packet exits the HWCIM system.	Up to 5% of the monthly operating fee, as follows: Any one (1) of four (4) sample tests not met: 1% Any two (2) of four (4) sample tests not met: 3% Three (3) or more of sample tests not met: 5%
3.	Critical and Major Incident Resolution	Contractor shall notify SCDHHS of and resolve Incidents as follows: Critical Incident: An outage with severe security, financial or productivity implications to the solution users where there is no workaround (a Critical Incident) caused by the Contractor and their Subcontractor(s): Notification to SCDHHS within thirty (30) minutes of Contractor becoming aware of such Critical Incident. Resolution or plan for the resolution within two (2) hours of the Contractor becoming aware of such a Critical Incident. Major Incident: An event causing disruption to the solution users or SCDHHS business where there is no alternative workaround, with major material negative productivity or financial implications to the SCDHHS, caused by the Contractor and their Subcontractor(s). Notification to SCDHHS within one (1) hour of the Contractor becoming aware of a Major Incident. Resolution or plan for resolution within one (1) calendar day of the Contractor becoming aware of such a Major Incident.	Critical Incident: \$5,000 per occurrence of missed notification or resolution. Major Incident: \$2,500 per occurrence of missed notification or resolution.
4.	Documentation	The Contractor shall maintain an up-to-date configuration baseline as well as functional, technical, and security documentation applicable to the HWCIM solution. Contractor shall submit proposed change documentation and release notes related to major version changes to SCDHHS for approval prior to releasing changes to SCDHHS's production environment. Contractor shall provide SCDHHS	\$5,000 per deployment of change to the production environment that is not provided to SCDHHS in written detail at least fifteen (15) business days prior to production.

ID	SLA	Description	Liquidated Damages
		written detail of any new functionality that adds, changes, removes, or otherwise impacts users or functional, technical, or security functions required by this Solicitation, proposed by the Contractor's proposal response, or otherwise promised to SCDHHS, prior to being moved to Production. The written detail should be shared with SCDHHS as required by CDML documentation or no less than fifteen (15) business days prior to functionality release if no CDML is applicable. Needed changes to documentation, procedures, user manuals, and similar shall be updated within ten (10) business days of deployment into production, for changes approved by SCDHHS.	\$1,500 per deployment of a change if the documentation is not updated within ten (10) business days of deployment.
5.	Recovery Time Objective (RTO)	On the occurrence of a disaster, Contractor will restore essential Services, irrespective of the time the incident occurred, in less than eight (8) hours.	0.1% of the total potential Contract value per business day or fraction of a business day per failure to achieve RTO.
6.	Recovery Point Objective (RPO)	On the occurrence of a disaster, Contractor will ensure that DR procedures meet RPO as one (1) hour for no data loss, and data consistency is maintained 100% of the time.	0.1% of the total potential Contract value per business day or fraction of a business day per failure to achieve RPO.
7.	O&M Key Performance Indicator (KPI) Reporting	Contractor shall provide monthly metrics and data to SCDHHS for required ongoing CMS reporting. Correct and accurate metrics and data shall be delivered by the seventh (7 th) business day of the month following the reporting month, in a format approved by SCDHHS.	\$1,000 per report that is late and inaccurate or if there is a failure of input and outputs.
8.	Help Desk	Calls shall be answered by an agent within one (1) minute. The expected call answer rate service level is 80% at one (1) minute or less. Call Answer Rate = (Calls answered within one (1) minute or less / Total number of calls received) * 100 First contact resolution rate shall be 75% or higher per month. First Contact Resolution = (Total number of call resolved on first attempt (not transferred) / Total number of calls received) *100 Call abandonment rate for Help Desk calls shall not exceed 8% per month.	\$1,500 per occurrence of any single missed Help Desk service level per monthly reporting period. \$3,000 for multiple missed Help Desk service levels in a monthly reporting period.

ID	SLA	Description	Liquidated Damages
		Call Abandonment Rate = ((Number of calls received – Number of calls handled) / Number of calls received) * 100 Metrics shall be reported monthly in a format approved by SCDHHS	

If Contractor Help Desks accepts communication methods other than phone calls (text, email, chat) SLAs for those methods will be determined during contract negotiations.

3.2.8 SECURITY AND PRIVACY

3.2.8.1 SECURITY AND PRIVACY CONTROLS

Due to the nature of the information managed by SCDHHS and SCDDSN in conjunction with the State Plan, any event resulting in a potential loss of confidentiality, integrity and/or availability of government data is unacceptable. ~~Contractor shall develop and maintain a security and privacy program with effective security and privacy controls compliant with recognized security operating controls, including but not limited to:~~ Contractor shall develop and maintain a security and privacy program with effective security and privacy controls that ensures compliance with current and any future mandated security requirements. These controls must align with recognized security operating standards and remain in place throughout the entire duration of the Contract, including but not limited to:

- Health Insurance Portability and Accountability Act (HIPAA)
- CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E)
- National Institute of Standards and Technology (NIST) Special Publication 800 series Recommended Security Controls for Federal Information Systems and Organizations
- South Carolina Division of Information Security (SCDIS) 201 Information Security and Privacy Incident Response Standards
- Federal Risk and Authorization Management Program (FedRAMP)
- Family Educational Rights and Privacy Act (FERPA)
- System must be Section 508 compliant

Contractor shall document, manage, and enforce security and privacy controls and comply with all applicable security and privacy laws, regulations and policies, and related breach notification laws and directives.

To meet all identified federal security standards, including MARS-E, 45 CFR Part 155.260 and 45 CFR Part 170, Subpart B (where applicable), security and privacy of data shall always be protected by:

- Encryption-at-rest standards such as database standards for transparent data encryption (TDE).
- Encryption-in-transit using industry connection/networking standards such as TLS 1.2, TLS1.3, SSH, and/or VPN.
- Connection or context-specific redaction based on data governance rules.
- SCDHHS requires that all application users are identified to at least Identity Assurance Level 2 (IAL2) as defined in Electronic Authentication Assurance Level Guidelines for ACA Administering Entity Systems and use only approved MFA methods. All applicable mandated compliance requirements shall be achieved. Any exceptions to this must be documented and approved by SCDHHS.

The Offeror shall keep system and security logs for incident management. The Offeror shall notify SCDHHS within one (1) hour of discovery of a security breach identified to the system or program information utilized under the Contract. The Offeror shall prepare and present a remediation plan outlining the extent of the security breach and to address correction of vulnerabilities that would allow a potential breach within the latter of ten (10) calendar days of discovery, or a date directed by SCDHHS.

The Contractor solution shall support the following security principles:

- Confidentiality – Means the property that data or information is not made available or disclosed to unauthorized persons or processes (Source: Definition as per eCFR: 45 CFR 164.304)
- Integrity – Means the property that data or information have not been altered or destroyed in an unauthorized manner (Source: Definition as per eCFR: 45 CFR 164.304)
- Availability – Means the property that data or information is accessible and usable upon demand by an authorized person (Source: Definition as per eCFR: 45 CFR 164.304)
- Authenticity – validation that the parties to a transaction are honestly represented and that their communications are genuine
- Non-repudiation – parties to a transaction cannot deny their participation in the transaction.
- Auditability – meet requirements stipulated by law, policy, or data use agreements, track and log Changes, inquiries, views, or accesses of data, including information related to the user or system making the change, along with the date and time of the inquiry, view, or access

Contractor shall:

- Follow processes and procedures documented in the SCDHHS HIPAA Business Associate Agreement (BAA).
- Develop and provide a SCDHHS currently adopted version of MARS-E and HIPAA compliant System Security Plan (SSP) which outlines the safeguards implemented to support the protection of government data.
- Maintain a secure system through regular security monitoring, patching, and alignment to industry best practices with regards to security and privacy.
- Provide SCDHHS Office of Cybersecurity (OCS) all environments vulnerability scans per MARS-E requirements. This requirement includes third party programs connected to the SCDHHS enterprise.
- Document the methodology used to defend against, identify and respond to and mitigate risk of any breach, loss, or unauthorized/improper access/use/disclosure of government data or information systems that support government data, to include notification of such to SCDHHS.
- Work with SCDHHS to execute any Plans of Actions & Milestones (POA&Ms) identified in the Independent Assessment of Security and Privacy Approach section.
- Provide Security and Privacy related Deliverables as documented in the Consolidated Deliverables Management List (CDML).
- Perform criminal history background checks on all Contractor staff with access to government data, with access to information systems supporting SCDHHS, or providing Services to SCDHHS as part of this Contract. The Contractor will ensure the background check(s) do not contain any adverse information before granting access.

3.2.8.2 SECURITY AND PRIVACY APPROACH

Contractor agrees to operate systems and provide Services compliant with the approved security and privacy controls program. Operation of systems in support of SCDHHS and SCDDSN contracted Services shall be subject to an agency defined Security Authorization Process for granting or denying of Contractor's Authority to Operate (ATO). Issuance of Contractor's ATO shall occur prior to any processing of government data, with ATO maintenance and review intervals determinant upon the term of Contract award (See Section 7.67 AUTHORITY TO OPERATE (ATO) (SCDHHS)).

3.2.8.3 INDEPENDENT ASSESSMENT OF SECURITY AND PRIVACY CONTROLS

The Contractor shall, prior to processing, storing or otherwise handling any government data, have completed, and submitted to SCDHHS an Independent Assessment of Security and Privacy Controls. Assessment shall attest to Contractor's compliance with the SCDHHS currently adopted version of CMS MARS-E specific to the Information System environment supportive of SCDHHS services. This activity shall have a recurring performance requirement of twelve (12) months from the date of the previous Independent Assessment of Security and Privacy Controls. Audit reports, statements of compliance or attestation shall be provided to SCDHHS Office of Cybersecurity (OCS) within thirty (30) days of completion. Submission shall be accompanied by risk mitigation plans and will be subject to review and acceptance by SCDHHS OCS.

3.3 BUSINESS REQUIREMENTS

Requirements are listed in ATTM 013 REQUIREMENTS RESPONSE BOOK which also serves as the template for requirements response.

SCDHHS defines “configurable” used in requirements as any customer-specific modification to software that does not require changes to the software's source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software. Updating a configurable item will not require a contractual change or additional cost.

3.4 MODIFICATION POOL

The rate of change in healthcare is rapid, and SCDHHS presumes this may drive needed Changes to either system capabilities, business operations, or both. In order to facilitate such Changes, the Contract includes a Modification Pool that will be used to address changes in scope throughout the Term of the Contract. See also Section 8.1.4.2.

4 INFORMATION FOR OFFERORS TO SUBMIT

IMPORTANT NOTICE: Please note that if terms and conditions are objected to or qualified, your offer MAY be deemed non-responsive and not considered further.

If you qualify your offer with a statement like: “this is not an offer”, you may be deemed non-responsive and eliminated from further consideration.

To assist Offerors, SCDHHS includes the following documents which provide relevant information in the procurement library about the State’s existing incident reporting environment, which Offerors should review before submitting their responses:

- PL 001 Acronyms and Definitions
- PL 004 Incident Category and Subcategory information
- PL 005 Diagnosis Codes
- PL 006 Current Reports and Dashboards
- PL 007 Statuses, Resolution and Return reasons
- PL 008 Waiver Performance Measures
- PL 009 User Roles and Actions information

Offeror shall propose a solution to meet the Solicitation requirements and fit within SCDHHS’ existing environment.

4.1 INFORMATION FOR OFFERORS TO SUBMIT – EVALUATION (MODIFIED)

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

One Technical Proposal.
One REDACTED Technical Proposal

ATTM 008 PRICE PROPOSAL AND PRICING TABLES

4.1.1 Administrative Submission Requirements

- Offerors shall submit Proposals no later than the date and time, and in the manner and quantity, specified on the Solicitation Cover Page. The original Proposals shall be clearly marked as such
- Offerors shall comply with provision SUBMITTING CONFIDENTIAL INFORMATION for any materials contained in their Technical Proposal that are confidential
- File formats shall be Portable Document Format (PDF) or Microsoft Office-compatible (SCDHHS is using Office 2013 or later)
- In Section B, Offerors shall, at a minimum, satisfy the submission requirements outlined in ATTM 013 REQUIREMENTS RESPONSE BOOK, Section 3 STATEMENT OF WORK, and Section 4.2 INFORMATION FOR OFFERORS TO SUBMIT – GENERAL using a requirement-by-requirement description of how every requirement is being met. The Technical Proposal shall not contain any proposed cost or pricing information
- Price Proposal Tables (Section E) may be submitted on any reasonably-sized paper sufficient to display each table in a manner that is easy to interpret (typically 8-½” X 11”, 8-½” X 14”, and 11” X 17”)

4.1.2 Proposal Structure

Table 4.1.2-1 identifies the required structure of Offerors’ Proposals. Section-by-section instructions are provided starting at Section 4.1.3.

Table 4.1.2-1: Proposal Structure

Technical/Price	Section	Title
Technical Proposal	Section A	Statements and Certifications
	Section B	Proposed Solution and Requirements Response
	Section C	Project Organization and Staffing
	Section D	Corporate Background and Financial Reports
Price Proposal	Section E	Price Proposal Tables (addressed in Section 8)

4.1.3 Section by Section Instructions**4.1.3.1 Section A – Statements and Certifications**

Section A shall be included as part of the Technical Proposal and must include the following:

- A statement indicating that Offeror is a corporation or other legal entity
- A statement indicating that the Key Personnel for the project will be those actually assigned

Offeror shall attach the following certifications (found in Section 9 ATTACHMENTS TO SOLICITATION):

- ATTM 003 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION–LOWER TIER COVERED TRANSACTIONS
- ATTM 004 DISCLOSURE AND CONTROL INTEREST STATEMENT
- ATTM 005 HIPAA BUSINESS ASSOCIATE AGREEMENT
- ATTM 006 ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE (EVEN IF NO CONFLICTS EXIST)
- ATTM 007 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS RELATING TO RESTRICTIONS ON LOBBYING

Offeror shall submit a completed Minority Participation form found in Section 4.3.

Offeror shall submit the narrative statement required by the “Qualifications - Special Standards of Responsibility” provision, Section 5.2.

Offeror shall submit ATTM 024 SC STANDARD AMENDMENT TO END USER LICENSE AGREEMENTS FOR COMMERCIAL OFF-THE-SHELF SOFTWARE and ATTM 025 SOFTWARE TABLE.

4.1.3.2 Section B – Proposed Solution

Table 4.1.3.2-1 shows the structure of Section B for each subsection.

Table 4.1.3.2-1 Section B Subsections

Subsection	Title
Section B1	Implementation Phase Solution
Section B2	Operations Phase Solution
Section B3	Turnover Phase Solution
Section B4	Technical Solution
Section B5	Quality Management and Testing Approach
Section B6	Authentication and Access Management

Subsection	Title
Section B7	Incident Management
Section B8	Security
Section B9	Use Case Response
Section B10	CDML Response
Section B11	Proposed Timeline
Section B12	Requirements Response

The following subsections provide instructions for completing this Section. Offerors should, at a minimum, satisfy the submission requirements outlined in Section 3 STATEMENT OF WORK and Section 4.2 INFORMATION FOR OFFERORS TO SUBMIT – EVALUATION.

4.1.3.2.1 Section B1. Implementation Phase Solution

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

Implementation Approach and Strategy

- A description of the Implementation Phase strategy. The strategy should include consideration for the multiple stakeholder groups that will be impacted by the implementation and their varying levels of familiarity with Health and Welfare Critical Incident Management system solutions. Strategy should include a high-level approach to deployment that defines recommended phases or testing to ensure adoption across all users. Recommendations based on previous statewide experience and lessons learned from previous implementations are desired
- Offeror's expectation on the nature and quantity of support needed from SCDHHS or third parties during the Implementation Phase. This should include considerations for communications, training, testing, provider outreach, etc.
- The proposed strategy for project management, including adherence to DASH Program governance requirements. Offerors are highly encouraged to include references to the CDML structure and how they plan to navigate within that structure. This section should include the following components:
 - Proposed project management plans
 - A completed Milestone table
 - Offeror's assessment of the key risks and issues affecting the Implementation Phase
 - Offeror's onsite schedule for Key Personnel during the Implementation Phase
- A description of the Offeror's approach to system configuration, and how it is documented for future management
- The proposed strategy for technical management of the solution implementation, including a detailed description of the proposed initial and ongoing Health and Welfare Critical Incident Management system solution training approaches
- The proposed implementation training strategy. Training during the Implementation Phase should include sufficient pre-UAT training so that users conducting UAT can execute tests. Using UAT as training will not be considered sufficient
- Any other information pertinent to the Implementation Phase solution

4.1.3.2.2 Section B2. Operations Phase Solution

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- A description of the Operations Phase strategy, including proposed staffing, availability, any changes to communications, key points of contact, or escalation paths, and information on how configuration and release management will be administered and communicated
- Offeror's expectation on the nature and quantity of support needed from SCDHHS or third parties during the Operations Phase, including key roles for SCDHHS staff such as system administrators and user support

- Offeror's proposed operational reporting content. At a minimum the operations reporting should include metrics that support SLAs, CMS measures, and KPI reporting. If the Offeror chooses to use out of the box reporting that does not include all required SLA data points, CMS measures, and KPIs, Offeror shall include the proposed alternate reporting method for delivering this data
- Offeror's assessment of the key risks and issues affecting the Operations Phase
- The proposed strategy for documentation maintenance and training materials and their revision cycles and schedules
- Offeror's onsite schedule for Key Personnel during the Operations Phase
- Offeror's proposed Help Desk and user support strategy
- Offeror's proposed approach to identifying and resolving Defects during the Operations Phase, including approach for users to submit Defects
- Offeror's proposed approach to solution improvements, and enhancement gathering
- Any other information pertinent to the Operations Phase solution

4.1.3.2.3 Section B3. Turnover Phase Solution

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- A description of the Turnover Phase strategy, including considerations for data handoff and requested timing relative to the end of the Contract to ensure turnover is successful based on the Offeror's experience or estimated timelines
- Any operations- or turnover-related information, documentation, or support that Offeror intends to be clearly outside the scope of its proposed solution, and thus not intended to be subject to turnover to a successor entity
- Offeror's proposed approach to ensure that the turnover is successful and proceeds smoothly
- Offeror's expectation on the nature and quantity of support needed from SCDHHS or third parties during the Turnover Phase, including the incoming Contractor
- Offeror's assessment of the key risks and issues affecting the Turnover Phase
- Offeror's onsite schedule for Key Personnel during the Turnover Phase
- Other pertinent information

4.1.3.2.4 Section B4. Technical Solution

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- A description of the proposed technical solution, including identification of the key technologies used in the solution and configurability of system to meet SCDHHS and SCDDSN requirements
- A description of how the Offeror's solution is built to utilize standard connections and interfaces to allow data trading and interaction within the MES system
- A description of how the Offeror will be capable of interfacing with MES Core using approved interface specification like FHIR (Fast Healthcare Interoperability Resources)
- The system requirements for providers and state users to access web portals, or other solution components if proposed. In particular, identification of any central processing unit (CPU) limitations, operating system (OS) limitations, Web browser compatibility limitations, and other frameworks, plugins, or application requirements as well as approaches to updates and ongoing compatibility strategies – for example, for how long will the solution maintain compatibility with outdated OS versions?
- Guidance and relevant information of how the Offeror's solution will support the creation, triage management, tracking, resolution, and reporting of identified incidents are identified in the supporting documentation in the Procurement Library.
- Offeror should explain how it will provide and/or host the infrastructure associated with the request methods to provide access to the case management solution to the intended constituencies
- Offeror should describe the methods for access management to the solution
- A description of the application help features, both at the process level and the data element level
- A description of the solution's ability to view incident report log that shows all changes that have been made, including when and who made them
- A description of the solution's ability to add new data elements without requiring code modifications
- A description of the solution's ability to support workflow management features such as:

- Out-of-the-box, configurable, and customizable
 - Creating and modifying workflows
 - Various conditions that can be used to trigger alerts and email notifications
 - Reporting on workflow steps or tasks
- A description of the solution's ability to support reporting features such as:
 - Out-of-the-box, configurable, and customizable
 - Ad hoc reporting
 - Data outputs
- A description of the solution's ability to query MES Core to obtain claims data, and compare with incident reports for a Beneficiary, and initiate a workflow based on the findings by the agency users
- A description of the solution's ability to capture Beneficiary's primary and secondary incident details for an incident report. Example: Unexplained death due to ANE or critical incident
- Any other information pertinent to the technical solution

4.1.3.2.5 Section B5. Quality Management and Testing Approach

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- A description of the proposed quality management processes and controls for this Contract, including:
 - Key performance measurement techniques
 - Monitoring and control processes
 - Continuous improvement
- A description of how Offeror proposes to measure and report on Contract performance standards. Offeror must include a table listing all Operations Phase performance standards and whether they will be measured on a monthly basis or measured on a rolling basis
- A description of the proposed testing processes including:
 - How these processes will be specifically used to assess system quality and readiness for operations.
 - Identification of SCDHHS or third-party resources needed to complete testing
- Any other information pertinent to the quality management and testing approach

4.1.3.2.6 Section B6. Authentication and Access Management

In this section:

- Offeror should describe the methods for authentication and access management to the solution
- Offeror should describe how the authentication and access management process aligns with security and privacy controls as identified in Section 3.2.8 Security and Privacy
- Offeror should describe client access requirements for their solution for both SCDHHS and external consumers of the hosted solution where applicable, including any client access software and licensing requirements

4.1.3.2.7 Section B7. Incident Management for Operations Phase

In this section:

- Offeror should describe the proposed events and incident management processes for both business and technical operational processes; and describe why the proposed incident management process is likely to achieve SLA 3 Critical and Major Incident Resolution described in Section 3.2.7 Table 3.2.7-1: SLAs
- Offeror should outline the method by which events and incidents will be identified, classified, and prioritized for the purposes of resolution
- Offeror should describe the communications strategy associated with events and incident management along with relevant response times
- Offeror should describe the method by which it will manage problems along with a communication strategy for ensuring that stakeholders receive timely and relevant information regarding known errors and workarounds

4.1.3.2.8 Section B8. Security

In this section:

- Offeror must explain how it will comply with Section 3.2.8 Security and Privacy

- Offeror should describe the proposed security and privacy solution to include a description of how the proposed solution complies with applicable laws, regulations and SCDHHS guidance, specific to the protection of PHI, child information, and government information
- Offeror must explain how it will comply with section 7.57 Safeguarding Information (SCDHHS)

4.1.3.2.9 Section B9. Use Case Response

SCDHHS asks that Offerors include responses to the targeted questions included in Table 4.1.3.2.9-1. SCDHHS will evaluate Offerors' responses to these targeted questions, or "Use Cases," to determine how the Offeror will propose to solve business needs and questions identified by our staff during the requirements development process. Offerors should provide their responses in a table format so that it is very clear to evaluators how the Offeror is responding to the question. Offerors may direct evaluators to additional detail located in other sections as part of their response but must also answer the question within the table.

The proposed solution described in Use Case responses should correlate to the proposed solution described in the requirements response. Offeror will be required to deliver the solution as described here using the system detailed in the requirements response table. In the event that Offeror fails to include, as part of the requirements response, functionality necessary to meet expectations set in the Use Case response, no change order will be issued to increase the implementation budget for the system.

Table 4.1.3.2.9-1: Use Cases

ID	Scoring Area	Use Case
1.	System Functionality	Describe your system's ability to track and reduce the time required to review and resolve reported incidents. Example 1: An incident that requires a provider to complete an internal review before reporting to SCDHHS within the required timelines. Example 2: An incident that needs coordination with external investigative entities and resolved within the required timelines.
2.	System Functionality	Describe your system's ability to support provider and state administrative staff in managing day to day tasks and activities from initially entering to resolving an incident.
3.	System Functionality	Describe your system's ability to track and trend incident reporting data using dashboards and reports.
4.	System Functionality	Describe your system's ability to perform analytical procedures such as data matches on Medicaid claims data to identify any unreported critical incidents that may warrant further investigation.
5.	Approach to Implementation	Describe how your system can be implemented as a singular Incident Management System for use by waivers and other programs managed by SCDDSN and SCDHHS to include all types of Critical Incidents, including allegations of abuse, neglect, exploitation, and death.
6.	System Functionality	Describe how your system helps providers in submitting results of internal reviews within required timeframes with features such as alerts and notifications. Example 1: An incident that needs internal review and additional follow up within the required timelines. Example 2: An incident involving a worker placed under administrative review that needs additional follow up with multiple agencies within the required timelines.

7.	System Functionality	Describe your system's ability to configure workflows, alerts, and notifications without disrupting currently implemented definitions.
8.	System Functionality	Describe the various ways in which your system can be configured to respond to changing business requirements (e.g., Reference values, new input data elements, rule changes in a workflow, add new waiver and other programs to the system) without having to customize your system.
9.	System Functionality	Describe or demonstrate your system's ability to configure Role Based Access control features for the various user roles defined and describe data visibility and access (field level, page level) based on user roles.
10.	Approach to Implementation	Describe your proposed approach for supporting CMS Outcomes Based Certification, CMS Assurance and Sub-Assurances and Waivers Performance Measures for the Critical Incident Management (CIM) solution, including staffing, support activities, and schedule if necessary. Example 1: Demonstrate how the system can support in preventing or reducing the occurrence of similar incidents in future. Example 2: An incident that needs to be reported to reflect SCDHHS's policies and procedures associated with the use or prohibition of restrictive interventions.
11.	System Functionality	Describe your system's ability to mitigate the following: ensure that providers report all critical incidents, ensure that critical incidents are reported within required timeframes, ensure that providers always submit results of internal reviews within required timeframes.
12.	User Training	Describe your training plan for initial and on-going training needs for SCDHHS, SCDDSN, providers, and other end-users.
13.	System Functionality	Describe your system's ability to produce ad-hoc dynamic reports.
14.	System Functionality	Describe your system's ability to configure forms for electronic communication between SCDHHS, SCDDSN, providers, and other investigation agencies.
15.	Approach to Implementation	Describe the Offeror's approach for supporting CMS required Streamlined Modular Certification (SMC) of the HWCIM solution, including staffing, certification support activities, and a proposed schedule.
16.	Approach to Project Management	<u>The Contractor will be expected to abide by the project management plans developed by DASH.</u> Describe your understanding of the DASH project management processes and the Offeror's proposed approach to meeting the expectations outlined <u>Section 3.2 and</u> in: ATTM 015 PGM.PLAN.0002 - REQUIREMENTS MANAGEMENT PLAN ATTM 016 PGM.PLAN.0003 - RISK MANAGEMENT PLAN ATTM 017 PGM.PLAN.0004 - COMMUNICATIONS MANAGEMENT PLAN ATTM 018 PGM.PLAN.0005 - ISSUE MANAGEMENT PLAN ATTN 019 PGM.PLAN.0006 - CHANGE MANAGEMENT PLAN ATTM 020 PGM.PLAN.0007 - SCHEDULE MANAGEMENT PLAN ATTM 021 PGM.PLAN.0010 - MASTER TEST PLAN ATTM 022 PGM.PLAN.0011 - TRAINING PLAN

17.	Approach to Project Management	The Contractor will be expected to abide by the project management plans developed by DASH. Describe the Offeror's understanding of the DASH project management processes and the Offeror's proposed approach to meeting the expectations outlined in Section 3.2.
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4.1.3.2.10 Section B10. CDML Response

SCDHHS uses a Consolidated Deliverable management list (CDML) that documents standard Deliverables and related expectations, and which includes the minimum expected Deliverable requirements for SCDHHS third-party contracts. Over the course of the Implementation Phase, Contractor will be required to provide the Deliverables listed in ATTM 011 DASH CONSOLIDATED DELIVERABLES MANAGEMENT LIST (CDML). Offerors must review the CDML documentation and include an attestation that such review occurred, and that offeror agrees to participate in the CDML process as outlined.

To further assist the SCDHHS proposal evaluation team, please provide a description of your approach to completing the selected Deliverables and documentation below. Offerors may include examples or excerpts of examples of proposed Deliverables to support their response. The goal of this section is to demonstrate the quality of work SCDHHS can expect from your team and an example of what it would be like to work with your team on an implementation.

- D-003 – Configuration Management Plan
- D-006 – Functional Design Specification (FDS)
- D-010 – Release Management Plan
- D-017 – End-to-End Integration Test Plan
- D-028 – Vendor Training Plan

4.1.3.2.11 Section B11. Proposed Timeline

This section shall include:

- An attestation to follow the project management strategies outlined in the CDML, as listed in Section 3.2.2 CONSOLIDATED DELIVERABLES MANAGEMENT LIST (CDML) and ATTM 011 DASH CONSOLIDATED DELIVERABLES MANAGEMENT LIST (CDML), and to work with the DASH Program to establish the baseline Health and Welfare Critical Incident Management system project schedule
- An overview of the submitted proposed Health and Welfare Critical Incident Management system project schedule with:
 - An estimated project duration and high-level Milestones including payment Milestones and CDML Deliverables
 - A discussion of the strategy used to structure major activities and Milestones
 - Key task dependencies
 - Identification of tasks needing participation of resources external to Contractor

4.1.3.2.12 Section B12. Requirements Response

This section shall include the Offeror's response to Requirements, as laid out in ATTM 013 REQUIREMENTS RESPONSE BOOK. Cells in Columns A, B, C, D, and E are locked. Offerors shall only edit cells in Columns F and G.

For each requirement, Offerors shall select whether the proposed solution meets the requirement out of the box, with Configuration, or with Customization, as defined in Section 7.52, by selecting the appropriate option out of the drop-down list in Column F. Offerors shall only select one option for each requirement. Offerors may provide further explanation of their response for each requirement in Column G.

4.1.3.3 Section C. Project Organization and Staffing

Table 4.1.3.3-1 shows the structure of Section C for each subsection.

Table 4.1.3.3-1 Section C Subsections

Subsection	Title
Section C1	Overview and Health and Welfare Critical Incident Management System Project Team Organization
Section C2	Planned Facilities
Section C3	Key Personnel
Section C4	Labor Categories and Qualifications

The following subsections provide instructions for completing this Section.

4.1.3.3.1 Section C1. Overview and Health and Welfare Critical Incident Management System Project Team Organization

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- A description of the Offeror's proposed Health and Welfare Critical Incident Management system project team organization for each phase (Implementation, Operations, and Turnover). The Turnover Phase organization discussion should focus only on organizational differences from the Operations Phase
- Proposed Health and Welfare Critical Incident Management system project team organization charts for each phase (Implementation, Operations, and Turnover) identifying the general structure of the units performing Work. It is not necessary to include the level of detail illustrating individual workers
- How the proposed Health and Welfare Critical Incident Management system project team organization fits into Offeror's corporate structure
- A listing of all Subcontractors, why they were chosen, and what roles they will play in the proposed organization.
- How the organizational structure will contribute to Contract success, including how previous project experience with the proposed staff will be leveraged to bring a successful delivery of this project
- Any other information pertinent to the organizational approach

4.1.3.3.2 Section C2. Planned Facilities

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- A description of proposed work locations of the staff during the various phases of the Contract and while conducting various tasks. Be sure to identify which activities Offeror's staff will perform onsite in Columbia, SC
- Identification of any alternative work locations (e.g., telecommuting) and how Offeror proposes to ensure that its security and privacy solution will be applied at the alternate locations

4.1.3.3.3 Section C3. Key Personnel

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- Resumes of proposed project Key Personnel, including reference contact information, as required by Section 3 SCOPE OF WORK/SPECIFICATIONS as a demonstration of commitment to continuity on the Contract
- Resumes of additional proposed staff beyond Key Personnel

Resumes should highlight proposed staff's similar experience with statewide Health and Welfare Critical Incident Management system implementations of similar size and complexity to the SCDHHS project. Optionally, this section may include an introduction to this section discussing any relevant aspects associated with its proposed Key Personnel.

4.1.3.3.4 Section C4. Labor Categories and Qualifications

This section shall include the listed sections, in the listed order, with the specified content as detailed below:

- A list or table of all labor categories expected to perform duties on this Contract and to be billed separately if additional Work were added via the rate card included in the Price Proposal. For example, if the costs associated with an administrative assistant would be allocated to overhead rather than being billed directly, then that labor category would not need to be included

- A description of the duties performed by persons in each labor category
- Any education and training required for each labor category
- Experience requirements for each labor category, and the amount of experience that can substitute for education and training requirements
- Skills required for each labor category
- Any licensing, certification, or accreditation required for each labor category

4.1.3.4 Section D. Corporate Background and Financial Reports

Table 4.1.3.4-1 shows the structure of Section D for each subsection.

Table 4.1.3.4-1 Section D Subsections

Subsection	Title
Section D1	Corporate Background
Section D2	Relevant Experience and References
Section D3	Financial Information
Section D4	Penalties and Damages Asserted
Section D5	Qualifications found in Section 5 QUALIFICATIONS not otherwise addressed in Sections D1 through D4 above

4.1.3.4.1 Section D1. Corporate Background

In this section, Offeror shall describe the general structure and capabilities of its company or of the business unit that will service this Contract. In particular, this subsection shall describe its corporate skills and background and how these will contribute to successful Contract performance and provide the greatest value to the State. Offeror must include attestation of the following, including relevant documentation:

- Offeror has experience within the last six (6) years as the prime contractor for at least three (3) federal, state, local, or private healthcare entities where the proposed solution of similar size and scope is currently being or has been implemented
- Offeror has at least three (3) years experience in Medicaid and Health and Human Services
- Solution proposed by Offeror has been previously implemented successfully in a state environment
- The Offeror's proposed system must have been continuously in operation for the past three (3) years and be capable of accepting programming and system modifications and configuration changes throughout the term of the Contract to meet the requirements proposed in Section 3, SCOPE OF WORK/SPECIFICATIONS, and to accommodate any changes in applicable law
- Offeror has completed at least one (1) Operational Readiness Review (ORR) or final Certification Review (CR) with CMS. A combined ORR/CR attempt may satisfy this requirement
- Offeror's proposed Project Manager has a minimum of three (3) years of experience with the respondents proposed critical incident management solution, of which at least two (2) years were in health and human services
- Offeror meets the State Standards of Responsibility [R.19-445.2125]

Any Offeror not meeting these mandatory minimum qualifications will not be considered for award, and therefore will not be evaluated.

4.1.3.4.2 Section D2. Relevant Experience and References

Offeror shall describe its Health and Welfare Critical Incident Management system and related Medicaid operations experience of similar scope and size in other government or commercial insurance programs. This shall include a description of engagements/contracts on which Offeror has performed services similar to those required in this Contract. Offerors shall specifically outline any statewide Health and Welfare Critical Incident Management system implementation experience as well as whether or not those systems were certified, and if not, why.

Offeror shall list engagements/contracts supporting the relevant experience in the last ten (10) years, on the Experience Table using the template in ATTM 012 EXPERIENCE AND REFERENCE TABLE. There is no limit to the number of relevant engagements/contracts that may be listed in the Experience and Reference Table. Offerors must include:

- All engagements/contracts for the management of Health and Welfare Critical Incident Management systems with states, managed care organizations, or other similar entities
- For each row, indicate the current disposition of the contract, and if no longer active, the circumstances of contract end (e.g., options not awarded, termination for convenience, termination for default, etc.)
- For each row, include any CMS Certification attempts and respective outcomes

Optionally, Offerors may include in the Experience and Reference Table:

- Any engagements/contracts with government agencies for similar functions (e.g., Medicaid, Medicare, TRICARE, state employees' health plan, etc.)
- Any engagements/contracts for similar functions with commercial customers
- For each row, indicate the current disposition of the contract, and if no longer active, the circumstances of contract end (e.g., options not awarded, termination for convenience, termination for default, etc.)
- For each row, include any CMS Certification attempts and respective outcomes

Additionally, Offeror must include detailed reference information on references identified in the ATTMM 012 EXPERIENCE AND REFERENCE TABLE for:

A) up to three (3) references, include current contact name, current email, and current phone number, current Company Name and Address, and

B) References for all projects listed in the Experience Table for which the contract terminated early (e.g., options not awarded, termination for convenience, termination for default, etc.). Detailed reference information should be on pages separate from the Experience Table and should include:

- The contract or project name from the Experience Table
- The customer
- The beginning and ending dates of the contract
- Current contact information for a customer reference for the contract
- A brief description of the scope of the work performed on the contract
- The outcome of the contract (in progress, completed full term, completed partial term (some options not awarded), terminated early) and, unless in progress or the full contract term was completed, a description of why the contract was terminated
- Offeror's approximate staff size and the approximate size of the overall project team (including the customer, other vendors, and other participating organizations) or the contract value, or both
- Any lessons learned from the project relevant to the implementation and operations

The State may contact and use for evaluation purposes any references provided by Offeror or any other references having direct knowledge of Offeror's past performance and experience.

4.1.3.4.3 Section D3. Financial Information

Offeror shall submit the three (3) most-recent complete years of filed annual reports (for publicly traded companies), audited financial statements (for privately held companies), or unaudited financial statements and tax returns (for privately held companies for which audited statements are not available). Unaudited financial statements should provide sufficient detail to ascertain current and non-current assets, current and non-current liabilities, and cash flows. Additionally, the Offeror shall submit interim financial statements for the current fiscal year.

In addition, any Subcontractor that contributes greater than ten (10%) level of effort for this Contract must also submit financial statements and tax returns for the three most-recent years of Annual Reports (for publicly traded companies), audited financial statements (for privately held companies), or unaudited financial statements and tax returns (for privately held companies for which audited statements are not available).

If an Offeror does not have three (3) years of such documentation, it shall submit the documentation that it does have, going back no more than three (3) Offeror fiscal years.

4.1.3.4.4 Section D4. Penalties and Damages Asserted

Offeror must describe any damages, penalties or credits issued individually, or collectively by the same contracting entity, in excess of one hundred thousand dollars (\$100,000.00) that it or its majority-owned subsidiaries have paid, or which have been asserted against it or such subsidiaries, in the last five (5) years with respect to the contracts listed

in the Experience Table. Each description shall include the date of the underlying claim and shall cross-reference to a listed contract. Offeror shall describe the circumstances of the claim and how it may have rectified the situation that caused the claim of the damages and/or penalties. Offeror must include a list of failed projects, suspensions, debarments, and significant litigation.

In this section Offeror shall also provide information concerning any lawsuits its organization has been involved in within the last five (5) years. Provide a general narrative of the subject, the parties involved, the geographical location, and the current status of each suit.

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

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in Sections 2. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS; 3 SCOPE OF WORK/SPECIFICATIONS; 5. QUALIFICATIONS; 8. BIDDING SCHEDULE / PRICE PROPOSAL; and any appropriate attachments addressed in Section 9 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]

4.3 MINORITY PARTICIPATION (APR 2023)

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

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

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

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

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

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

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

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> [04-4015-4]

4.4 SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (APR 2024) (ATTM 023)

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by Contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. [04-4027-2]

4.5 SUBMITTING REDACTED OFFERS (MAR 2015)

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

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 that 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)

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

- Offerors must demonstrate experience within the last six (6) years as the prime contractor for at least three (3) federal, state, local, or private healthcare entities where the proposed solution of similar size and scope is currently being or has been implemented
- Offerors must demonstrate at least three (3) years experience in Medicaid and Health and Human Services
- Solutions proposed by Offerors must have been previously implemented successfully in a state environment
- The Offerors proposed system must have been continuously in operation for the past three (3) years and be capable of accepting programming and system modifications and configuration changes throughout the term of the Contract to meet the requirements proposed in Section 3, SCOPE OF WORK/SPECIFICATIONS, and to accommodate any changes in applicable law
- Offerors must have completed at least one (1) Operational Readiness Review (ORR) or final Certification Review (CR) with CMS. A combined ORR/CR attempt may satisfy this requirement
- The proposed Project Manager must have a minimum of three (3) years of experience with the respondent's proposed critical incident management solution, of which at least two (2) years must be in health and human services
- Offerors must meet the State Standards of Responsibility [R.19-445.2125]

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

Any Offeror not meeting these mandatory minimum qualifications will not be considered for award, and therefore will not be evaluated.

5.3 CURRENT VENDORS' STAFF INVOLVEMENT IN PROPOSALS

Offerors must ensure and agree that their Contract consultants, part-time employees, full-time employees, subcontractors, or any agent(s) working at SCDHHS on any current SCDHHS project not participate in the preparation of your Offer. Failure to comply may result in your Offer being rejected. Offerors should err in favor of exclusion,

meaning if there is a question as to whether an individual falls into any group in the first sentence, then that individual should not participate in the preparation of your Offer.

5.4 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 ten-percent (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)

Offers will be evaluated using only the factors stated below. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous.

Each proposal that is, in the opinion of SCDHHS, in full compliance with the mandatory requirements of the Solicitation will be evaluated based on the following criteria.

The evaluation panel will use the information submitted in Section B, Section C, and Section D of the Offeror's Technical Proposal to evaluate the criterion listed in the table below. These sections of the Technical Proposal are defined and described beginning in Section 4.1.2 (Proposal Structure) of this Solicitation.

6.5.1 Technical Proposal Evaluation Factors

Table 6.5.1-1: Technical Evaluation Factors

Proposal Section Title	Criterion	Description	Weight
Proposed Solution and Requirements Response	Approach to Project Management	To what extent did the Offeror successfully demonstrate a willingness to participate in the SCDHHS project management and governance processes, provide the required CDML Deliverables, and generally demonstrate understanding of the effort and capabilities required to successfully implement the Health and Welfare Critical Incident Management system?	Up to 100 points
Proposed Solution and Requirements Response	Approach to Implementation	To what extent did the Offeror demonstrate an approach to confirming requirements, configuring the system, testing, and confirming functionality, and delivering a successful go-live? To what extent did the Offeror demonstrate that this approach is likely to be successful? To what extent did the Offeror address the unique circumstances of SCDHHS, SCDDSN and providers in their approach to implementation? How likely is the proposed approach to be successful given the complexity of the work required? To what extent did the Offeror propose an implementation approach that addresses the different impacted provider and Beneficiary groups? How likely is this approach to be successful given the differing familiarity and experience levels with Health and Welfare Critical Incident Management across each group? To what extent did the Offeror successfully demonstrate an understanding of the CMS certification process and willingness to participate in certification efforts including Operational Readiness Review preparation and execution, Certification Review preparation and execution, and ongoing metrics and KPI reporting in the operations phase?	Up to 200 points
Proposed Solution and Requirements Response	System Functionality	To what extent did the Offeror successfully demonstrate that the system proposed will meet the requirements of the SCDHHS and SCDDSN agencies, in a minimally burdensome way? Requirements response shall be considered as part of this scoring area. Evaluators shall consider how well the system can meet requirements and to what degree configuration or customization is required to meet requirements. Evaluators may consider narrative, graphics, diagrams, or other explanatory support for the Offeror's response to the requirements to evaluate the Offeror's response.	Up to 300 points

Proposal Section Title	Criterion	Description	Weight
Organization and Staffing	Experience, Qualifications, and Staffing	To what extent does the Offeror's previous company or project experience relate to the size, scope, and complexity of the SCDHHS effort? Based on the Offeror's previous experience, how likely is the Offeror to be successful implementing the proposed system for SCDHHS and SCDSSN agencies? To what extent did the Offeror successfully demonstrate that the resources proposed have sufficient experience and qualifications to successfully perform their proposed roles? To what extent does each resource's individual experience relate to the size, scope, and complexity of the SCDHHS effort? To what extent does the Offeror's financial strength and stability demonstrate their viability to serve as a long-term partner with SCDHHS?	Up to 100 points
N/A	Demonstrations	(Criterion details and questions will be provided to Offerors upon invitation to participate in Demonstrations)	Up to 100 points
	Total Possible Technical Points		800 points

6.5.2 Price Proposal Evaluation Factors

Price scores will be calculated and awarded based on the lowest price proposal submitted. The Offerors with the lowest price proposal will receive full points. The lowest price proposal shall receive 200 points. All other Offerors will receive a percentage of the possible points determined by ratio of the Offeror's price relative to the lowest price. For example, if the lowest price proposal of the responsive responsible offeror is \$1,000, that offeror would receive 200 points for the price proposal, while the offeror whose price was \$1500 would receive 133 points ($1000/1500 \times 200$). Points for price will not be provided to the evaluation panel until after scoring has been completed.

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 AWARDED PURSUANT TO CODE (MAR 2024)

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

7.5 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders 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. [07-7A015-3]

7.6 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 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]

7.7 DISPUTES (MAY 2024)

(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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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. [07-7A025-2]

7.8 EFT INFORMATION (APR 2024)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). 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. [07-7A027-2]

7.9 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]

7.10 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]

7.11 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]

7.12 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]

7.13 NOTICE (MAY 2024)

(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) ten days after 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. [07-7A050-2]

7.14 OPEN TRADE (JUN 2015)

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

7.15 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

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

7.16 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]

7.17 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]

7.18 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]

7.19 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]

7.20 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]

7.21 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]

7.22 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]

7.23 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

7.24 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) 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]

7.25 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 or 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]

7.26 COMPLIANCE WITH LAWS (MODIFIED)

During the term of the Contract, Contractor shall identify, interpret, and comply in all material respects with all Laws applicable to Contractor for the provision, receipt and use of the Services, and the consummation of the transactions contemplated by the Contract. "Laws" means statutes, codes, rules, regulations, reporting or licensing requirements, ordinances, common law, and other pronouncement having the effect of law of the United States or any state, county, city, or other political subdivision including those promulgated, interpreted, or enforced by any government or regulatory authority, presently or hereinafter in effect.

7.27 CONTRACT LIMITATIONS (JAN 2006)

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

7.28 CONTRACTOR'S LIABILITY INSURANCE - GENERAL (MODIFIED)

- 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 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 for Commercial General Liability and Auto Liability 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. For Commercial General Liability and Auto Liability, 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. Contractor has sufficient funds to pay any deductibles required under its insurance policies.
- 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.

7.29 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 either self-insure or 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

(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 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 (except for patent infringement and misappropriation of trade secrets).

(e) Coverage shall have limits no less than ten million (\$10,000,000.00) dollars per occurrence and twenty million (\$20,000,000.00) 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.

7.30 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]

7.31 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 perform the work fully and properly. 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 regarding all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

7.32 CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

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

7.33 DEFAULT (JAN 2006)

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

(i) Deliver the supplies or to perform the Services within the time specified in this Contract or any extension.

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

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

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

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

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

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

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

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

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience

of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the State, the Contract shall be adjusted to compensate for such termination and the Contract modified accordingly subject to the Contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract. [07-7B075-1]

7.34 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]

7.35 INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

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

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with an unauthorized disclosure of government information (as defined in the clause titled Information Security - Definitions) resulting from Offeror's or its subcontractors at any tier's misuse, unauthorized disclosure, or other misappropriation of government information in breach of its confidentiality obligations under this Contract 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) Indemnatee must notify Contractor in writing within a reasonable period after Indemnatee first receives written notice of any action. Indemnatee's failure to provide or delay in providing such notice will relieve Contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such action. Indemnatee must reasonably cooperate with Contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to [Title 1, Chapter 7](#) of the South Carolina Code of Laws, allow Contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnatee may participate in Contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction.

(c) Notwithstanding any other provision, Contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the Contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnatee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees. [07-7B102-1]

7.37 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]

7.38 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 because 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 because 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, SaaS, and hosted computer services. [07-7B104-1]

7.39 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]

7.40 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]

7.41 INFORMATION USE AND DISCLOSURE (FEB 2015)

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

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

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

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

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

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

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

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

(h) *Actions Following Disclosure.* Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery,

Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

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

7.42 INFORMATION USE AND DISCLOSURE - STANDARDS (MODIFIED)

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.
- (f) Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- (g) Centers for Medicare & Medicaid Services Minimum Acceptable Risk Standards for Exchanges (MARS-E)
- (h) Standards and Implementation Specifications for Health Information Technology, [45 CFR Part 170, Subpart B](#)

7.43 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]

7.44 MATERIAL AND WORKMANSHIP (JAN 2006)

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

7.45 OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

7.46 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]

7.47 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]

7.48 PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a Change Order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

7.49 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 CFR 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 CFR 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 your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

7.50 RELATIONSHIP OF THE PARTIES (JAN 2006)

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

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

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

(b) Unless expressly provided in the solicitation, public Contracts are not intended to provide Contractors an opportunity to market additional products and services; accordingly, in performing the work, Contractor shall not - for itself or on behalf of any third party - offer citizens or public employees (other than the Procurement Officer) any additional products or services not required by the Contract.

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

(d) Any violation of this clause is a material breach of Contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

7.52 SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

The following obligations are subordinate to any other Contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure

imposed by the Contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

7.53 SOFTWARE LICENSING AGREEMENTS-SINGLE SOLICITATION (FEB 2015)

(a) Definitions. As used in this clause, these terms are defined as follows:

"Commercial Off-The-Shelf (COTS) Software" means software used with no customization and for which source code is not made available to licensees.

"Configuration" means any customer-specific modification to software that does not require changes to the software's source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software.

"Customization" means any customer-specific modification to software that requires changes to the software's source code.

"Firmware" means software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine's manufacturer or seller.

"Licensor" means an entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the using governmental unit.

"Piggyback" means the document attached to this solicitation and entitled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software - Single Agency*, which serves as South Carolina's standard amendment to a licensor's standard software licensing agreement (regardless of how denominated, e.g., master software licensing agreement, end user license agreement) for COTS. [Note: While the piggyback is generally indicative of what the State finds acceptable, terms in a Licensor's standard software licensing agreement may need to be negotiated.]

"Software" means a combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware.

"Software licensing agreement" means any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the Contract or any Services (other than warranty services regarding the software code or associated documentation).

"Software maintenance" means the process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration.

"Software product" means any COTS which you propose to provide pursuant to the Contract.

"Source code" means computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler, or other translator.

(b) Contract and Software Licensing Agreement are Separate. The State seeks to establish related but independent agreements, one with each applicable licensor of COTS and one with the Contractor - regardless of whether the licensor and the Contractor are the same or different entities. As provided in the clause titled "Bid / Proposal as Offer To Contract," a Contract between the State and the Contractor results from an award made pursuant to this solicitation. In contrast, the State's acceptance of your offer does not serve as the State's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed to be binding, regardless of whether the license to use the software will be granted by you or a third party. The Contract, as defined in the clause titled "Definitions," will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the State intends to pay Contractor to acquire license

rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor.

(c) **Critical Instructions.** (1) Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (i) you intend to license (or sublicense) the item directly to the State, or (ii) you intend to "resell" or distribute the item to the State (with licensing handled directly with the third-party licensor). You should use the Software Table attached to this solicitation to assist you in providing this information. **(2) Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the Procurement Officer.** You must be prepared to provide any requested software licensing agreement within one business day of receiving a request. (3) Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the State and those terms will form part of the Contract.

(d) **Pre-Condition of Award.** If the work you are offering to perform is dependent upon the licensing of a software product by the State and the State is unsuccessful in negotiating an acceptable software licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. To facilitate the timely and successful negotiation of a software licensing agreement deemed necessary by the State, the State may ask you, after opening but prior to award, to acquire from the licensor an executed copy of the piggyback. You should communicate with the licensors for any major or critical software product well in advance of submitting a proposal, and licensors should be informed that few changes will be made to the piggyback. [The State already has, and continues to enter into, standing, statewide, licensing agreements for a variety of computer programs. Without limiting any of the above requirements, an applicable agreement may already exist for one or more items of COTS you have identified.] [07-7B224-1]

7.54 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].

7.55 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 renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

7.56 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. MISCELLANEOUS TERMS – C. CONDITIONS/REQUIREMENTS

7.57 HIPAA COMPLIANCE/CONFIDENTIALITY (SCDHHS)

- **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS COMPLIANCE**

Contractor agrees that it shall deliver systems and Services that are compliant with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder. In addition, Contractor will ensure compliance with all HIPAA requirements across all systems and Services related to this Contract, including transaction, common identifier, and privacy and security standards, by the effective date of those rules and regulations. Contractor will comply with the rules and regulations and will implement these rules and regulations so as to achieve consistency in data collection, validation, storage, retrieval, and consolidation with all SCDHHS' programs.

- **HIPAA SECURITY (SCDHHS)**

Contractor shall comply with all HIPAA data security requirements that may be necessary during the term of this Contract.

- **HIPAA BUSINESS ASSOCIATE**

Individually identifiable health information is to be protected in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor must certify compliance with the applicable requirements of the HIPAA Business Associate Agreement (Section 9 ATTACHMENTS TO SOLICITATION) by signing and submitting in accordance with Information for Offerors to Submit.

7.58 SAFEGUARDING INFORMATION (SCDHHS)

All government data, to include Protected Health Information, shall be encrypted in transit (when sent over an unsecured, untrusted network, to include sent over email) and at rest. Any government data or Protected Health Information stored on portable devices must be encrypted. Personally Identifiable information shall be safeguarded in accordance with 45 CFR 155.260. Portable devices include all transportable devices that perform computing or data storage, manipulation or transmission including, but not limited to, portable hard or removable hard drives, diskettes, CDs, DVDs, USB flash drives, laptops, PDAs, smartphones (such as iPhones, Android, Blackberry or other type devices), cell phones, portable audio/video devices (such as iPods, and MP3 and MP4 players), and personal organizers. Safeguarding of information shall be in accordance with applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

7.59 LAWSUIT NOTIFICATION AND COOPERATION (SCDHHS)

Contractor shall notify the SCDHHS of any class action lawsuits asserted or brought against Contractor, which are pending or known to Contractor as of the date of submission of the Proposal as well as any asserted or brought against the Contractor after the date of submission of the Proposal and prior to the termination of the Contract. Contractor also agrees to cooperate with the SCDHHS and provide data, information, and documentation necessary to pursue or defend litigation involving SCDHHS against any party other than Contractor.

7.60 DEBARMENT NON-PROCUREMENT/SCREENING REQUIREMENTS (SCDHHS)

Contractor agrees to comply with all applicable provisions of 2 CFR Part 180 (2023, as amended) as supplemented by 2 CFR Part 376 (2023, as amended), pertaining to debarment and/or suspension and to require its Subcontractors to comply with these same provisions to ensure that no party receiving funds from this Contract are listed on the government-wide exclusions in the System for Award Management (SAM).

7.61 NON-DISCLOSURE (SCDHHS)

All materials and information provided to Contractor in performance of the Contract, whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as Confidential Information, and Contractor agrees to take all necessary steps to safeguard the confidentiality of such materials or information in conformance with Federal and State statutes and regulations, and in particular, in accordance with 42 CFR Part 431, Subpart F (2023, as amended), and SCDHHS' regulations, S.C. Code Ann. Regs. 126-170 (2011, as amended), as amended. Contractor agrees not to release any information provided by SCDHHS or any information generated by the Contractor without the express written consent of SCDHHS and further agrees not to use the data or materials for any other purpose other than its performance for SCDHHS under this Contract.

Contractor further agrees to have any of its employees, agents, or representatives who may be required to work with such data in the performance of Contractor's work for SCDHHS individually educated about and responsible for compliance with the confidentiality standards, including any personal screening of its personnel by the SCDHHS for security purposes and to execute upon request a non-disclosure agreement in favor of the State and/or the United States Department of Health and Human Services.

7.62 RESTRICTIONS FOR LOBBYING (SCDHHS)

In accordance with 31 U.S.C. 1352, funds received under this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all Subcontractors and shall be included in all subcontracts.

7.63 SAFETY PRECAUTIONS (SCDHHS)

The State and U.S. Department of Health and Human Services (U.S. DHHS) assume no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the Contract. Contractor shall take necessary steps to insure or protect itself and its personnel.

7.64 USE AND OWNERSHIP OF INFORMATION AND DOCUMENTATION (SCDHHS)

REPRODUCTION OF DOCUMENTATION

All documentation (hardcopy and electronic media) and printed materials provided by Contractor to SCDHHS, other than those materials produced pursuant to this Contract, may be reproduced by SCDHHS, provided that such reproduction is made solely for the internal use of employees of SCDHHS and further provided that no charge is made to anyone for such reproduction except where provided for by law, such as the Freedom of Information Act (FOIA), or as required by auditors.

DOCUMENT INSPECTION AND RETENTION

During normal business hours, the U.S. DHHS, Government Accountability Office, the Comptroller General, the Office of the Attorney General, South Carolina Fiscal Accountability Authority, the South Carolina State Auditor, and SCDHHS staff, through any authorized representative(s), shall have the right at all reasonable times to enter into Contractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this Contract. They shall have the right to audit, examine and make copies, excerpts or transcripts from all records unless otherwise precluded by federal or State law; contact and conduct private interviews with Contractor employees and do on-site reviews of all matters relating to this Contract. This provision is applicable to any Subcontractor and shall be included in any subcontracts. If any inspection or evaluation is made on the premises of Contractor, or Subcontractor, Contractor shall provide and require its Subcontractors

to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All such inspections and evaluations shall be performed in such a manner that will not unreasonably delay work. Any subcontract permitted by SCDHHS must contain a provision that sets forth the Subcontractor's agreement with the terms set forth in this section.

Contractor shall maintain an accounting system with the supporting fiscal records adequate to assure that all claims for funds are in accordance with the Contract and all applicable laws, regulations and policies, both State and Federal. Contractor shall assure that all Contractor and Subcontractor books, documents, papers, accounting records, or other evidence pertaining to costs incurred under this Contract will be maintained for a period of at least five (5) years after the final payment under this Contract and that SCDHHS, the Office of the Attorney General, the South Carolina State Auditor, U.S. DHHS, Government Accountability Office, and the Comptroller General or any of their duly authorized representatives shall have access to any such books for the purpose of making audits, examinations, excerpts, and transcripts for no less than five (5) years after the date of final payment under this Contract or a resolution of audit findings, whichever is later.

Contractor agrees to retain all financial records and programmatic records, supporting documents, and statistical records for a period of five (5) years after the last payment is made under the Contract including any amendments and/or extensions to the Contract. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. This provision is applicable to any Subcontractor and shall be included in any subcontracts.

7.65 OWNERSHIP OF DATA (SCDHHS)

All property rights, including software, data, and other records entered into any data base of the State or supplied to Contractor, publication rights in the interim, draft, and final reports and other documentation (hardcopy and electronic media) produced by Contractor in connection with the work provided for under this Contract, shall rest with the U.S. DHHS and the State.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder including but not limited to, all reports, surveys, plans, charts, test data, program documentation, recordings (sound and/or video), pictures, drawings, analyses, graphic representations, printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

The State has the right to all working papers, reports, charts, programs, and other material during the course of this Contract.

All documents, reports, manuals, and other data prepared during and/or resulting from the performance of Services under this Contract shall include the following statement: "The preparation of this (report or document, and so forth) was financed under an agreement with SCDHHS with funds provided in part by the U.S. Department of Health and Human Services."

Contractor may not publish or copyright any data without prior approval, unless otherwise stated herein. The State and the Federal Government shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

Further, in accordance with 42 CFR 495.360 U.S. DHHS shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, software, modifications, and documentation developed for and/or obtained through this acquisition. However, proprietary operating/vendor software packages such as software that is owned and licensed for use by third parties, which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to these ownership provisions.

7.66 NO CONTRACTOR UTILIZATION OF WORKERS OUTSIDE OF THE UNITED STATES (SCDHHS)

Neither Contractor nor any of its Subcontractors may use workers located outside of the United States of America or its territories to perform Contractor's duties under the Contract.

7.67 APPLICABLE LAWS AND REGULATIONS (SCDHHS)

Contractor agrees to comply with all applicable federal laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

- (i) All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended ([42 U.S.C. §7401](#), et seq.) and the Federal Water Pollution Control Act, as amended ([33 U.S.C. §1251](#), et seq.).
- (ii) Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, ([45 CFR Part 80](#), 2023) as amended, which provide that Contractor must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and Services provided under this Contract.
- (iii) Title VII of the Civil Rights Act of 1964, as amended ([42 U.S.C. §2000e](#)) in regard to employees or applicants for employment.
- (iv) Section 504 of the Rehabilitation Act of 1973, as amended, ([29 U.S.C. §794](#)), which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto ([45 CFR Part 84](#), 2023, as amended).
- (v) The Age Discrimination Act of 1975, as amended, ([42 U.S.C. §6101](#) et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- (vi) The [Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35](#), § 1908(a)(2), 95 Stat. 483, 542 (1981), which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- (vii) The Americans with Disabilities Act, ([42 U.S.C. §12101](#) et. seq.), and regulations issued pursuant thereto.
- (viii) Title IX of the Education Amendments of 1972, ([20 U.S.C. § 1681](#) et seq.).
- (ix) The Hatch Act, as amended, (5 U.S.C. § 1501-1508), and regulations issued pursuant thereto.
- (x) Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962).

SCDHHS is currently subject to the information security requirements defined by both state and federal statutes. All systems maintained by Contractor that transport, maintain, and/or store data are also subject to some or all of these information security requirements, as determined by the scope of the contracted Services.

These include but are not limited to:

- Centers for Medicaid and Medicare Services (CMS) Guidance and Standards
 - <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/#MinimumAcceptableRiskStandards>

- <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/Harmonized-Security-and-Privacy-Framework-ERA-Supp-v-1-0-08012012-a.pdf>
- FISMA
 - <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>
- HIPAA
 - <http://www.hhs.gov/ocr/privacy/hipaa/administrative/combined/index.html>
- HITECH OMNIBUS
 - <http://www.hhs.gov/ocr/privacy/hipaa/administrative/omnibus>
- IRS Publication 1075
 - <http://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Patient Protection and Affordable Care Act (PPACA) or (ACA)
 - <http://www.gpo.gov/fdsys/pkg/PLAW-111publ148/pdf/PLAW-111publ148.pdf>

7.68 AUTHORITY TO OPERATE (ATO) (SCDHHS)

Contractor agrees to operate systems and provide Services compliant with the current version of the CMS MARS-E Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges. Operation of systems in support of SCDHHS contracted Services shall be subject to an agency defined Security Authorization Process for granting or denying of Contractor's Authority to Operate (ATO). Issuance of Contractor's ATO shall occur prior to any processing of government data, with ATO maintenance and review intervals determinant upon the term of Contract award.

8 BIDDING SCHEDULE / PRICE PROPOSAL

8.1 PRICE PROPOSAL (JAN 2006)

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

Total, All-Inclusive Evaluated Price – Offerors are asked to provide sufficient information within the price spreadsheet to calculate the estimated total price inclusive of all hours and Services for the full Contract term.

8.1.1 Price Proposal Instructions

The Offeror's Price Proposal must be submitted separately from its Technical Proposal.

The Price Proposal Tables submitted in Price Proposal Section E shall not be marked confidential, and nothing contained in these Price Proposal Tables shall be considered a trade secret.

8.1.2 Proposal Section E – Price Proposal Tables

Table 8.1.2-1 Proposal Section E Subsections

Subsection	Title
Section E	Price Proposal Tables

This Price Proposal section shall consist only of the completed Price Proposal Tables with no additional explanatory text or diagrams. The Offeror must use ATTM 008: PRICE PROPOSAL AND PRICING TABLES; however, it may use worksheet protection in order to minimize the risk of inadvertent change, if so desired. SCDHHS requests that the formulas not be removed as these assist in quality control of Price Proposals. Notwithstanding the SCDHHS-entered formulas, each Offeror is responsible for the accuracy of its Price Proposal. If formulas are changed to correct any perceived errors, those changed formulas must remain in the submitted Price Proposal tables. Offerors shall notify the Procurement Officer identified on page one (1) of this Solicitation if perceived errors are detected in the Price Proposal Tables.

For each Price Proposal Table, the Offeror is required to ensure that the prices entered and the formulas and calculations used in each table are accurate and consistent with the other tables in the Price Proposal.

8.1.3 Price Proposal Table Background

8.1.3.1 Color Coding on Price Proposal Tables

To assist Offerors, SCDHHS has color-coded the cells in the Price Proposal Tables Excel spreadsheet. This color coding was performed as a guide, but in the case of color errors, each Offeror is responsible for ensuring that its Price Proposal conforms to the Solicitation requirements and is internally consistent.

Color coding convention:

- Blue cells indicate directions and information pre-entered by SCDHHS
- Green cells indicate information that must be entered by Offeror in order to complete the Price Proposal Table
- White cells indicate calculations performed using SCDHHS-entered and/or Offeror-entered information

8.1.3.2 Including All Work in Price Proposal Tables

The prices in the Price Proposal Tables must be inclusive of all Work to be performed by Contractor. Direct support and overhead tasks must be allocated to appropriate Price Proposal Tables. For example, the price for system maintenance and administrative tasks to support the Health and Welfare Critical Incident Management project must be included in Sheet 4 – Operations and incorporated into the proposed user price.

8.1.4 Prices and Costs

8.1.4.1 Total All-Inclusive Evaluated Price

The Total All-Inclusive Evaluated Price includes costs associated with Implementation, Operations, Turnover and the Modification Pool. The current operations for critical incident management is spread across multiple agencies. In addition, some functionality is part of larger systems with many users. This situation has made it difficult to estimate the number of possible users for this system. SCDHHS has provided, within the price spreadsheet, the number of users to use when estimating annual operational price. The number of users identified in the price spreadsheet is not a guarantee of the actual number of users. This Total All-Inclusive Evaluated Price is used when evaluating each Price Proposal.

The Total All-Inclusive Evaluated Price includes costs associated with Implementation, Operations, Turnover and the Modification Pool. This Total All-Inclusive Evaluated Price is used when evaluating each Price Proposal.

8.1.4.2 MODIFICATION POOL

The Modification Pool, as referenced in Section 3.4, will be Seven Hundred Fifty Thousand Dollars (\$750,000) for the Contract term, including optional years. The parties may agree to new Work using the Modification Pool that is contracted via fixed price, labor hours, or other methods agreed to at the time that the Work is added.

8.1.5 Price Proposal Table Instructions

8.1.5.1 List of Price Proposal Tables

The purpose of this list is to identify all price proposal tables.

Table 8.1.5.1-1 List of Price Proposal Tables

Price Proposal Table	Purpose
Sheet 1 - Directions	Provides directions for completing the Price Proposal Tables.
Sheet 2 – Total	Calculates the Total, All-Inclusive Evaluated Price based on information entered in Sheet 3, Sheet 4, and Sheet 5
Sheet 3 - Implementation	Calculates the total price of the Implementation Phase based on information entered by Offeror.
Sheet 4 - Operations	Estimates the annual price of the Operations Phase based on price entered by Offeror, calculates a total price of the Operations Phase based on the estimate for inclusion in Sheet 2 – Total.
Sheet 5 – Turnover	Collects the total price for the Turnover Phase based on information entered by Offeror.
Sheet 6 – Rate Card	Collects hourly rates for staff that may be needed for any change orders. Not included in evaluated system price.

8.1.5.2 Sheet 1 – Directions

Offeror shall enter its name in the cell identified for that purpose. This entry should be propagated across all Price Proposal Tables automatically.

8.1.5.3 Sheet 2 – Total

The purpose of Sheet 2 – Total is to calculate a Total All-Inclusive Price using the totals for implementation, operations, and turnover from Sheets 3, 4, and 5. Offerors shall review Sheet 2 – Total prior to submission to confirm the accuracy of calculated pricing.

8.1.5.4 Sheet 3 – Implementation

The purpose of Sheet 3 - Implementation is to obtain Offeror's proposed price for the Implementation Phase.

- Offerors will submit a total, all-inclusive price for the Implementation Phase. This price will be calculated based on the sum of four payment Milestones: Requirements Approval, UAT completion, System Go-Live, and Certification
- For each payment Milestone, the Offeror shall submit a total all-inclusive price for all Work required to achieve the completion criteria listed for the Milestone
- Milestones will be subject to ten percent (10%) retainage, held by SCDHHS until such time as the solution has been certified by CMS as described in Section 3.2.4.1.9 Federal Certification Phase

Offeror is required to ensure that the prices entered and the formulas and calculations used in this table are accurate and consistent with the other tables in the Price Proposal. The Total Implementation Phase price will be used in scoring price.

8.1.5.5 Sheet 4 – Operations

The purpose of Sheet 4 - Operations is to obtain the Offeror's proposed user rates and/or service fees for operating the Health and Welfare Critical Incident Management reporting activities. A "user" is a unique account that can access any function within the Health and Welfare Critical Incident Management system.

- For each Contract Year the Offeror shall enter the service fees and/or the price per user for unique accounts requiring Health and Welfare Critical Incident Management system access

Offeror is required to ensure that the prices entered, and the formulas and calculations used in this table are accurate and consistent with the other tables in the Price Proposal. The formulas will calculate the total estimated price for all Contract years, and this price will be used to generate the Total, All-Inclusive Evaluated Price.

8.1.5.6 Sheet 5 – Turnover

The purpose of Sheet 5 – Turnover is to obtain Offeror's proposed price for the Turnover Phase. Offerors will submit a total all-inclusive price for the Turnover Phase. The Total Turnover Phase price will be used in scoring price.

8.1.5.7 Sheet 6 – Rate Card

The purpose of Sheet 5 – Rate Card is to obtain Offeror's proposed labor rates for each labor category listed in Proposal Section C4. Labor Categories and Qualifications in Section 4.1.3.3 Section C. Project Organization and Staffing. These labor rates will assist the parties in negotiating Change Orders and Work assigned from the Modification Pool.

- For each labor category included in Section C4, Offeror shall enter:
 - The labor category name from Section C4
 - The hourly labor rate for each labor category

Labor rates shall be all-inclusive of wages; overhead; travel expenses; property, plant, and equipment owned or leased by Contractor or its Subcontractors; general and administrative expenses; and profit. SCDHHS shall not pay separately for these costs. Offerors shall not assume separate payment in their Price Proposals. Offeror is required to ensure that the prices entered and the formulas and calculations used in this table are accurate and consistent with the other tables in the Price Proposal.

8.2 INVOICING AND PAYMENT

8.2.1 Invoices Generally

Regardless of the phase, Contractor shall invoice SCDHHS no more than once monthly. Each invoice shall include all charges accrued during the immediately preceding month, even if the invoice covers payments for multiple items. Contractor shall submit documentation with the invoice to include the following:

- Reporting to meet SCDHHS cost allocation requirements
- The purchase order identifier authorizing each of the items for which Contractor is requesting payment
- As directed by SCDHHS from time to time, accountings by activity or paying entity

Any invoiced Service shall be supported by sufficient documentation to enable Contractor to establish the basis for the invoiced amount and charges. Such documentation shall be available to SCDHHS for audit and verification and

shall be retained by Contractor in accordance with that Section. Each invoice shall separately identify the Contract activity to which each charge pertains. Invoiced hourly personnel charges shall indicate hours worked by the individual's name, labor category and by activity. The invoice shall list, and the net invoice amount shall reflect, all credits to the SCDHHS that may have accrued during the period covered by the invoice.

8.2.2 Labor Hours Rates

Any Work contracted and performed on a labor hours basis will use fixed labor rates established in Contractor's Proposal. Hourly rates include:

- Labor performed by Contractor
- Labor performed by Subcontractors
- Labor transferred between divisions, subsidiaries, or affiliates of Contractor under common control

Indirect labor and contract administrative labor shall not be invoiced to the Contract. Those costs should be included in Contractor's Price Proposal Tables.

SCDHHS will not reimburse Contractor or its personnel for commuting costs of Contractor personnel from their homes, lodging, or Contractor work sites to State or State-directed locations or between State locations.

If Contractor needs to add labor categories at any time during the Term of the Contract, it shall request the change in writing and justify the purpose of the labor category as well as the derivation of the labor rate to be used. Contractor shall not invoice SCDHHS for any labor using the new category prior to an approved and executed Change Order.

8.2.3 Invoicing for Fixed Price Work

Contractor shall invoice SCDHHS for Implementation Phase Milestones after they have been accepted by SCDHHS.

8.2.4 Travel Expenses

SCDHHS will not reimburse Contractor for travel expenses.

9 ATTACHMENTS TO SOLICITATION

All Attachments are listed in Section 9.1 ATTACHMENTS LIST. The documents can be found as attachments to the Solicitation online and will be labeled as such. Attachments will be considered part of the Contract.

Also included below is a 9.2 PROCUREMENT LIBRARY LIST. This list includes informational documents such as Project Management information, Statistical and Operational information which may be helpful to Offerors responding.

The Procurement Library documents are only provided as information to assist Offerors in preparing their Offers. The Procurement Library documents are hereby specifically excluded from the Contract Documents and Order of Precedence and are not part of the Contract.

9.1 ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- ATTM 001 IMPORTANT TAX NOTICE - NONRESIDENTS ONLY
- ATTM 002 OFFERORS CHECKLIST – AVOID COMMON BID/PROPOSAL MISTAKES
- ATTM 003 CERTIFICATION REGARDING DEBARMENT SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ATTM 004 DISCLOSURE AND CONTROL INTEREST STATEMENT
- ATTM 005 HIPAA BUSINESS ASSOCIATE AGREEMENT
- ATTM 006 ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE
- ATTM 007 CERTIFICATION FOR CONTRACTS GRANTS LOANS AND COOPERATIVE AGREEMENTS
- ATTM 008 PRICE PROPOSAL AND PRICING TABLES
- ATTM 009 QUESTIONS TEMPLATE
- ATTM 010 DEMONSTRATION/ORAL PRESENTATION SCRIPT
- ATTM 011 DASH CONSOLIDATED DELIVERABLES MANAGEMENT LIST (CDML)
- ATTM 012 EXPERIENCE AND REFERENCE TABLE
- ATTM 013 REQUIREMENTS RESPONSE BOOK
- ATTM 014 DASH PHASE SUMMARY CHECKLISTS
- ATTM 015 PGM.PLAN.0002 – REQUIREMENT MANAGEMENT PLAN
- ATTM 016 PGM.PLAN.0003 – RISK MANAGEMENT PLAN
- ATTM 017 PGM.PLAN.0004 – COMMUNICATIONS MANAGEMENT PLAN
- ATTM 018 PGM.PLAN.0005 – ISSUE MANAGEMENT PLAN
- ATTM 019 PGM.PLAN.0006 - CHANGE MANAGEMENT PLAN
- ATTM 020 PGM.PLAN.0007 - SCHEDULE MANAGEMENT PLAN
- ATTM 021 PGM.PLAN.0010 – MASTER TEST PLAN
- ATTM 022 PGM.PLAN.0011 – TRAINING PLAN
- ATTM 023 SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE (SPSAQ)
- ATTM 024 SC STANDARD AMENDMENT TO END USER LICENSE AGREEMENTS FOR COMMERCIAL OFF-THE SHELF SOFTWARE
- ATTM 025 SOFTWARE TABLE
- ATTM 026 QUESTIONS AND ANSWERS

9.2 PROCUREMENT LIBRARY LIST

- PL 001 ACRONYMS AND DEFINITIONS
- PL 002 PGM.PROC.0002 – DOCUMENT MANAGEMENT PROCESS
- PL 003 PGM.TMPL.0012 – PROJECT STATUS REPORT TEMPLATE

- PL 004 INCIDENT CATEGORY AND SUBCATEGORY SUBTYPE LIST
- PL 005 DIAGNOSIS CODES
- PL 006 CURRENT REPORTS AND DASHBOARDS
- PL 007 STATUSES, RESOLUTION AND RETURN REASONS
- PL 008 WAIVER PERFORMANCE MEASURES
- PL 009 USER ROLES AND ACTIONS INFORMATION

Exhibit D

	RFx Number	5400027650						
			THERP SERVICES LLC		FEI SYSTEMS		PULSELIGHT HOLDINGS INC	
			5500096380		5500097010		5500097158	
	Header Data							
	Status		Submitted		Submitted		Submitted	
	Version Number	8	8		8		8	
	Net value		5,849,539.00 USD		16,277,488.00 USD		25,024,528.26 USD	
	Currency		USD		USD		USD	
	The bidder has read and understands the terms and conditions of the RFx		Yes		Yes		Yes	
	2. The offer is in accordance with the terms and conditions of the RFx		Yes. I am in accordance with the terms and conditions of the RFx		Yes. I am in accordance with the terms and conditions of the RFx		Yes. I am in accordance with the terms and conditions of the RFx	
	1. The Submitter has read and understands the terms and conditions of the RFx		Yes. I have read and understand the terms and conditions of the RFx		Yes. I have read and understand the terms and conditions of the RFx		Yes. I have read and understand the terms and conditions of the RFx	
	1 HWCIM RFP Solicitation							
	1 Net price	1 EA	5,849,539.00 USD		16,277,488.00 USD		25,024,528.26 USD	
	1 Unit of Measurement		EA		EA		EA	
	1 Price Unit		1		1		1	
	1 Product ID							
	1 Quantity	1 EA	1 EA		1 EA		1 EA	
	1 Net value		5,849,539.00 USD		16,277,488.00 USD		25,024,528.26 USD	
	1 Acceptance Status							

Exhibit E

PROPOSAL EVALUATION RESULTS										BID TABULATION					
Request for Proposal 5400027650-Health and Welfare Critical Incident Management (HWCIM)Consensus Score										Request For Proposal					
Phase I - Evaluation Scoring															
Date 5/21/2025										Date					
Technical Proposal															
Scorecard: FEI Systems										Vendor					
Max Points										Locaton					
Scores										Price Amount					
System Functionality										Tech					
300										Price					
238										Comb					
Approach to Implementatin Support										FEI					
200										\$ 16,277,488.00					
Approach to Project Management										71.873					
100										71.873					
Exp/Qualification / Staffing										Pulselight					
100										\$ 25,024,528.26					
Business										46.75					
200										46.75					
72										Therap Services					
Demonstration-6/5-10 AM										\$ 5,849,539.00					
96										200					
Sum										706					
Scorecard: Pulselight															
Max Points															
Scores															
System Functionality															
300															
194															
Approach to Implementatin Support															
200															
115															
Approach to Project Management															
100															
73															
Exp/Qualification / Staffing															
100															
57															
Business															
200															
47															
Sum															
900															
486															
Scorecard: Therap Sys															
Max Points															
Scores															
System Functionality															
300															
120															
Approach to Implementatin Support															
200															
103															
Approach to Project Management															
100															
57															
Exp/Qualification / Staffing															
100															
55															
Business															
200															
200															
Demonstration-6/5 2PM															
40															
Sum															
900															
575															
Price Proposal															
Proposer															
Offer															
Lowest Price															
Max %															
Act. %															
Max Pts															
Points															
FEI										\$ 16,277,488.00					
\$ 16,277,488.00										71.8727					
Pulselight										\$ 25,024,528.26					
\$ 25,024,528.26										46.7504					
Therap Services										\$ 5,849,539.00					
\$ 5,849,539.00										200					
5,849,539.00															
Combined Score															
Panel Members															
Erin Oehler - 1										Scorer					
Margaret Alewine- 2										Scorer					
Trey Fowler -3										Scorer					
Ann Dalton										SME					
Jamie Heyward										SME					
Lisa Ragland										SME					
Roger Kinlaw										SME					
Saral Westhuizen										SME					
Clark Phillip										SME					
Jimmy Earley										SME					
Jake Brewbaker										SME					
Mike orr										SME					
Venkat Raju										SME					
Rhonda Morrison										SME-Demo Only					

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

Intent to Award

Posting Date: March 09, 2026

Solicitation: 5400027650

Description: HEALTH AND WELFARE CRITICAL INCIDENT MAN

Agency: Department of Health & Human Services

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **March 19, 2026**. 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

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

(b) by post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201 **PROTEST - CPO**

Contract Number: 4400039178

Awarded To: FEI SYSTEMS (7000252268)
10980 GRANTCHESTER WAY, SUITE 370
COLUMBIA MD 21044

Total Potential Value: \$ 16,263,088.00

Maximum Contract Period: March 19, 2026, through March 18, 2033

Item	Description	Unit Price	Total
00001	Implementation -Operation Phase Yr 1	\$ 4,535,600.00	\$ 4,535,600.00
00002	Operation Phase Yr 2	\$ 1,930,016.00	\$ 1,930,016.00
00003	Operation Phase Yr 3	\$ 1,683,593.00	\$ 1,683,593.00

00004	Operation Phase Yr 4	\$ 1,738,986.00	\$ 1,738,986.00
00005	Operation Phase Yr 5	\$ 1,793,199.00	\$ 1,793,199.00
00006	Operation Phase Yr 6	\$ 1,849,041.00	\$ 1,849,041.00
00007	Operation Phase Yr 7	\$ 1,909,867.00	\$ 1,909,867.00
00008	Turnover	\$ 72,786.00	\$ 72,786.00
00009	Modification Pool	\$ 750,000.00	\$ 750,000.00



Procurement Officer
FAITH WILLIAMS



Pamela A. Baker
pbaker@burr.com
Direct Dial: (803) 753-3215
Direct Fax: (803) 933-1507

Burr & Forman LLP
1221 Main Street
Suite 1800
Columbia, SC 29201

Mailing Address:
Post Office Box 11390
Columbia, SC 29211

Office (803) 799-9800

BURR.COM

May 22, 2026

VIA EMAIL jswhite@mmo.sc.gov

John St. C. White
Chief Procurement Officer
State Fiscal Accountability Authority
1201 Mail Street, Suite 600
Columbia, SC 29201

Re: Protest of the Intent to Award to FEI Systems – Solicitation Number 5400027650

Dear Mr. White:

This firm represents FEI Systems in the above referenced protest of the Intent to Award to FEI Systems – Solicitation Number 5400027650. FEI is writing to provide its response to the Initial Protest submitted by Therap Services LLC (Therap) dated March 24, 2026 (Protest).¹ Ex. A. The intent to award was issued pursuant to S.C. Code Ann. § 11-35-1530(9). Ex. B.

Therap states as the basis for its protest that “the evaluation and scoring of the RFP was arbitrary, capricious, biased, contradictory and incomplete as to all subjective factors of the evaluation.” Protest Letter, p. 1. The evaluation factors set forth in the RFP are as follows: Approach to Project Management; Approach to Implementation; System Functionality; and Experience, Qualifications and Staffing. RFP, pp. 64-65.

To assist in the evaluation process, the Evaluation Panel members were provided with a consensus justification form and the Consensus Scoring Process document. See Ex. C. The Consensus Scoring Process document sets forth a process by which each Evaluation Panel member provides his or her independent evaluation as part of the consensus scoring process:

1. Every panel member is given the opportunity to voice what they consider to be strengths, weaknesses, advantages, and disadvantages. Open discussion is

¹ This appears to be the only protest that Therap filed.

held among all panel members. Key points are captured by the facilitating Procurement Officer.

2. Based on both their independent review of the proposals and the panel discussion, scoring panel members assign an independent, preliminary score.
3. The facilitating Procurement Officer requests that each scoring panel member announce their preliminary independent score to the panel.
4. Panel members discuss the preliminary independent scores to collectively determine a preliminary consensus score.
5. Each scoring panel member whose independent preliminary score varies from the preliminary consensus score is given the opportunity to provide additional comments to the panel.

Id.

As to determining the final score, the Consensus Scoring Process document provides:

6. The final consensus score is determined as follows:
 - a. If a simple majority of the scoring panel members agree to the preliminary consensus score, it becomes the final consensus score.
 - b. If a simple majority of the scoring panel members do not agree to the preliminary consensus score, the mathematical average of the individual preliminary scores will be the final consensus score.

Id.

Therap, as the protestant, must prove its allegations by a preponderance of the evidence. *See In Re: Protest of Johnson Controls, Inc.*, Panel Case No. 1989-9. Section 11-35-2410(A) mandates that “[t]he determinations required by the following sections and related regulations are final and conclusive, unless clearly erroneous, arbitrary, capricious, or contrary to law: ...” Speculation and conjecture do not suffice to meet this standard.² In its Protest, Therap fails to allege any violation of the SC Consolidated Procurement Code (Code) or Regulations. Nor does Therap allege that the Evaluation Panel failed to comply with the Consensus Scoring Process set forth above or that the Consensus Scoring Process was used in violation of the Code or Regulations.

² Preponderance of the evidence means the greater weight of the evidence (*State v. Lyles*, 210 S.C. 87, 41 S.E.2d 625 (1947)) or “evidence which is more credible and convincing to the mind.” *Black’s Law Dictionary*, 1182 (6th ed. 1990). Evidence of an allegation must be sufficient and probative of the matter to be proven. *See Coleman v. Palmetto State Life Ins. Co.*, 241 S.C. 384, 128 S.E.2d 699 (1962).

Therap's complaints set forth in its Protest center around the scoring notes. Specifically, Therap complains that the scoring notes stated "None" under the pros category for system functionality whereas other vendors with the same functionality as Therap had many pros listed. Therap complains that "lack of specificity" was identified as a con for several of the evaluation factors without further explanation. Based on this, Therap opines that its proposal was not read or considered equally. See Ex. A, p. 2. A review of Therap's scoring form demonstrates otherwise. See Ex. D. The notes indicate that the proposal was read and evaluated, just not as favorably as Therap would have liked. *Id.*

Therap also complains that it was awarded fewer points than FEI—Therap received 120 out of 300 points for system functionality whereas FEI received 238 points. But in Therap's opinion, FEI's proposal was "not materially better in any substantive way." While this may be Therap's opinion, the Evaluators simply disagreed. This is merely speculation and conjecture. Therap complains that it was awarded 55% of the total points for the Experience, Qualifications and Staffing factor which it believes is inexplicable. Again, this is Therap's opinion, the Evaluators simply disagreed. Therap claims, without providing any evidence or justification, that because the demo scoring occurred substantially later than the actual demo events, it "calls into question the validity of the comments and scoring, in an effort to justify a predetermined outcome." This is simply wrong, both the Demo and demo scoring occurred on the same day at a remote location. See Ex. E. Therap's allegations about the validity of the comments is without merit and is merely speculation. The CPO cannot and will not reevaluate the proposals and substitute his judgment for that of the evaluation panel members who were chosen for their expertise.

Therap states that it would like a hearing to question evaluators "to expose the issues in this process." This is a request to engage in a fishing expedition which is not a proper use of the protest process. Put another way, Therap is attempting to engage in discovery in the guise of a protest. The Code simply does not allow this. Therap has not identified, not even on information and belief, any alleged violation of the Code, Regulations or evaluation process.

In the *Coastal Rapid Public Transit Authority* case, the Panel established the basic framework for review of challenges to evaluators' conduct:

The determination by the State who is the most advantageous offeror is final and conclusive unless clearly erroneous, arbitrary, capricious, or contrary to law.... The burden of proof is on [the protestant] to demonstrate by a preponderance of the evidence that the determination in this case has such flaws.... The Panel will not substitute its judgment for the judgment of the evaluators, who are often experts in their fields, or disturb their findings so long as the evaluators follow the requirements of the Procurement Code and the RFP, fairly consider all proposals, and are not actually biased.

The Panel has held that the evaluation process does not need to be perfect so long as it is fair. *NBS Imaging Systems, Inc.*, cited above.

John St. C. White

May 22, 2026

Page 4

In re: Protest of Transportation Management Services, Inc., Appeal by Transportation Management Services, Inc., Panel Case No. 2000-3, 2000 WL 33956154 (S.C. Procure. Rev. Panel).

For the reasons stated herein, FEI requests the Chief Procurement Officer dismiss the Protest and proceed with the award of the contract to FEI.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Pamela A. Baker".

Pamela A. Baker

PAB/ast

cc: M. Elizabeth Crum, Esq.
Manton Grier, Esq.
Byron Roberts, Esq.
Vicki Johnson, Esq.
John Schmidt, Esq.

Exhibit “A”

March 24, 2026

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

Chief Procurement Officer
Information Technology Management Office
1333 Main Street, Suite 700
Columbia, SC 29201
PROTEST - CPO

Re: Initial Protest: Intent to Award to FEI Systems – Solicitation Number 5400027650, Contract Number 4400039178

Dear Chief Procurement Officer:

This firm represents Therap Services LLC (“Therap”). Therap herewith submits this Initial Protest, which is provided 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 FEI Systems (“FEI”) in connection with *HEALTH AND WELFARE CRITICAL INCIDENT MAN*, Solicitation Number 5400027650, Contract Number 4400039178. The Notice of Intent to Award was posted March 9, 2026. This Protest is timely filed.

Therap, through counsel, issued a records request for the records of this procurement activity from HHS on the date the Notice of Intent to Award was issued and was advised by HHA that a response would not be forthcoming until March 23, 2026. Therap informed the agency that this timing presented an obstacle to the exercise of Therap’s protest rights. We would ask the CPO to request expedited processing of the FOIA request so that the CPO may perform his duties under law. Therap may choose to augment this letter once such records are received. SFAA has responded promptly to the records request we made to them.

Based on the information received to date, Therap protests that the evaluation and scoring of the RFP was arbitrary, capricious, biased, contradictory and incomplete as to all subjective factors of evaluation.

Subjective factors for evaluation included System Functionality, Approach to Implementation, Approach to Project Management, and Experience, Qualifications and Staffing. The records and available notes of scoring were designed to include “Pros” and “Cons” of each proposal. Therap submitted a very comprehensive proposal on all issues, and demonstrated its product and experience thoroughly. Therap’s system is successfully used by 11 states and is federally certified

by CMS. Yet the Scoring notes literally state that Therap had **“None”** under “Pros” for its system functionality. Moreover, many “Pros” listed for other vendors were the very same functionality that was offered and explained by Therap in its proposal. Further, a “Con” for Therap was that its proposal “lacked specificity” for this factor and for *every one of the other factors*. No details on what specificity was lacking in any of these areas that differentiated Therap from the higher scored offerors, leaving the plain implication that Therap’s response simply was not read or considered equally. Therap was also given a “Con” that it proposed major upcoming releases, and for explaining interface development and customization. Yet other vendors received credit (“Pros”) for their untested, planned future implementation functionalities, planned future interfaces and future customizations. These are all contradictions. Therap received only 120 of 300 for the System Functionality factor. FEI received 238 points for a proposal that was not materially better in any substantive way.

Regarding the references to "claims" in the solicitation and in the demo presentation, Therap’s response says, "Therap recognizes the importance of interoperability and the need to support the MES Core for claims data. We have experience connecting to state enterprise data warehouse systems across most of our state deployments, whether working with legacy systems, modern systems, or both. In this instance, our recommendation would be for Therap to send incident data to the MES Core for data comparison by SCDHHS. We are open to discussing workflow options with the State during the discovery process.” Therap actually has a dedicated platform to offer this type of work, and this was brought up during the demo presentation. However, Therap was marked down for this feature, while FEI was given a favorable score for the same functionality.

On the Approach and Implementation Support factor, Therap received only 115 points versus 143 for FEI. Despite being the lowest-scored vendor for the Approach and Implementation Support category, Therap provided a variety of implementation and training methodologies. These included in-person sessions, train-the-trainer models, on-demand resources, and adaptable training schedules. There was simply no lack of specificity in these offerings. Furthermore, Therap proposed dedicated websites and supplementary materials designed specifically for the state’s initial implementation and continuous training needs.

Furthermore, for the Experience, Qualifications and Staffing category, Therap was awarded a mere 55% of the total possible points. This scoring is inexplicable given that the proposed project team possesses two decades of expertise in Medicaid and HHS programs, including specific personnel with direct experience and intimate knowledge of South Carolina’s system of care.

FEI was actually scored favorably for features it did not yet have, on the suggestion that it would provide them in the future. In fact, in one place, the notes indicate that FEI actually had the functionality, when in fact FEI clearly expressed that it was only in development. Therap’s development plans were not treated equally.

From the record it also appears that the demo scoring was performed substantially later than and remote from the actual demo events, which calls into question the validity of the comments and scoring, in an effort to justify a predetermined outcome.

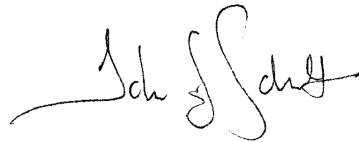
In sum, it appears that the evaluators were either biased against Therap, for FEI (or both) and that Therap's proposal was largely ignored and treated unequally, all of which is contrary to law that vendors are to be given fair and equal consideration.

Therap has been a valued partner with the State over the years. It cannot continue to invest in submitting proposals for work in South Carolina if its proposals will not be given fair and equal consideration.

Therap requests a hearing at which it would question evaluators to expose the issues in this process. It requests cancellation of the award and an appointment of a new, fair and unbiased set of evaluators who will actually score the proposals of each vendor fairly and equally based on their content.

Please don't hesitate to contact me with any questions about this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John E. Schmidt, III', with a stylized flourish at the end.

John E. Schmidt, III

Cc: Manton Grier, mgrrier@ogc.sc.gov

Exhibit “B”

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

Intent to Award

Posting Date: March 09, 2026

Solicitation: 5400027650

Description: HEALTH AND WELFARE CRITICAL INCIDENT MAN

Agency: Department of Health & Human Services

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **March 19, 2026**. 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

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

(b) by post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201 **PROTEST - CPO**

Contract Number: 4400039178

Awarded To: FEI SYSTEMS (7000252268)
10980 GRANTCHESTER WAY, SUITE 370
COLUMBIA MD 21044

Total Potential Value: \$ 16,263,088.00

Maximum Contract Period: March 19, 2026, through March 18, 2033

Item	Description	Unit Price	Total
00001	Implementation -Operation Phase Yr 1	\$ 4,535,600.00	\$ 4,535,600.00
00002	Operation Phase Yr 2	\$ 1,930,016.00	\$ 1,930,016.00
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00007	Operation Phase Yr 7	\$ 1,909,867.00	\$ 1,909,867.00
00008	Turnover	\$ 72,786.00	\$ 72,786.00
00009	Modification Pool	\$ 750,000.00	\$ 750,000.00



Procurement Officer
 FAITH WILLIAMS

Exhibit “C”

CONSENSUS SCORING PROCESS

For each evaluation criterion of each proposal:

1. Every panel member is given the opportunity to voice what they consider to be strengths, weaknesses, advantages, and disadvantages. Open discussion is held among all panel members. Key points are captured by the facilitating Procurement Officer.
2. Based on both their independent review of the proposals and the panel discussion, scoring panel members assign an independent, preliminary score.
3. The facilitating Procurement Officer requests that each scoring panel member announce their preliminary independent score to the panel.
4. Panel members discuss the preliminary independent scores to collectively determine a preliminary consensus score.
5. Each scoring panel member whose independent preliminary score varies from the preliminary consensus score is given the opportunity to provide additional comments to the panel.
6. The final consensus score is determined as follows:
 - a. If a simple majority of the scoring panel members agree to the preliminary consensus score, it becomes the final consensus score.
 - b. If a simple majority of the scoring panel members do not agree to the preliminary consensus score, the mathematical average of the individual preliminary scores will be the final consensus score.
7. The final consensus score must be supported by the final consensus score justification in the consensus score summary sheet. The final consensus score justification can include key points captured by the facilitating Procurement Officer in the panel discussion that are verified by panel members and additional comments made directly by panel members.
8. If a scoring panel member objects to the final consensus score, they are given the opportunity to provide dissenting comments for inclusion in the consensus score summary sheet. Every dissenting comment must designate whether the panel member is advocating for a higher or lower score than the final consensus score.
9. Ultimately, there will be a single consensus score summary sheet for each proposal that includes: (1) a summary of the final consensus scores; (2) a final consensus score justification for each final consensus score; and (3) any dissenting comments.
10. All scoring panel members must review and sign every consensus score summary sheet.

PHASE I CONSENSUS SCORE SHEET

Description
Solicitation #

Offeror Name: _____

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality		
Approach and Implementation Support		
Approach to Project Management		
Experience, Qualifications and Staffing		
Cost/Price Proposal		
TOTAL POINTS AWARDED		_____

Evaluator 1 Signature: _____ Date: _____

Evaluator 2 Signature: _____ Date: _____

Evaluator 3 Signature: _____ Date: _____

CONSENSUS - SCORE JUSTIFICATION

Solicitation # - Description

In an effort to support the evaluation of this RFP, the evaluation panel hereby provides a brief explanation of each score given to each evaluation criteria.

OFFEROR

Approach to Project Management-

Pros:

1.

Cons:

1.

Dissenting Comments:(Optional)

1.

Approach to Implementation-

Pros:

1.

Cons:

1.

Dissenting Comments:

1.

System Functionality-

Pros:

1.

Cons:

1.

Dissenting Comments:

Organization and Staffing-

Pros:

1.

Cons:

1.

Dissenting Comments:

PHASE I CONSENSUS SUMMARY SCORE SHEET
FINAL CONSENSUS SCORE -
Solicitation # - Description

1. DETAILED APPROACH & CAPABILITIES

2. EXPERIENCE & QUALIFICATIONS

3. SCENARIOS

4. VALUE

Exhibit “D”

PHASE I CONSENSUS SUMMARY SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)

5400027650

Offeror Name: FEI SYSTEMS

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality	300	238
Approach and Implementation Support	200	143
Approach to Project Management	100	84
Experience, Qualifications and Staffing	100	73
Business Proposal	200	72
TOTAL POINTS ALLOWED	900	

TOTAL POINTS AWARDED

610

SIGNATURE:

Evaluator 1: 

Date: 5/21/2025

Evaluator 2: Margaret Alexine

Date: 5-21-25

Evaluator 3: 

Date: 5/21/25

CONSENSUS - SCORE JUSTIFICATION
5400027650-HWCIM- SCDHHS

In an effort to support the evaluation of this RFP, the evaluation panel hereby provides a brief explanation of each score given to each evaluation criteria.

FEI SYSTEMS

System Functionality-

Pros:

1. Multiple options for intersystem communications
2. Multi-Factor Authentication
3. Robust, well-defined architecture
4. CMM level 3 organization
5. Granular audit capability

Cons:

1. Capability of integrating Medicaid claims data is described as "on product roadmap to build"

Approach to Implementation Support

Pros:

1. Phased Implementation Approach that aligns with State's objectives
2. Structured requirements workshops
3. Customized training courses prerecorded and in person
4. Examples of implementation from other states
5. Comprehensive help desk support

Cons:

1. Remote workforce may limit availability for on-site activities.

Approach to Project Management-

Pros:

1. Very concise and detailed project management Plan
2. Proactive assessments
3. Within descriptions, vendor considered existing systems and how their system would integrate.
4. Project management approach meticulously addressed all requirement.

Cons:

1. Remote workforce may limit availability for on-site activities.

Experience, Qualifications and Staffing-

Pros:

1. CMM level 3 organization
2. 25 years' experience with Medicaid and HHS programs
3. Multi state experience
4. Experienced project management team

Cons:

1. Remote workforce may limit availability for on-site activities.

PHASE I CONSENSUS SUMMARY SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)

5400027650

Offeror Name: PULSELIGHT HOLDINGS

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality	300	194
Approach and Implementation Support	200	115
Approach to Project Management	100	73
Experience, Qualifications and Staffing	100	57
Business Proposal	200	47
TOTAL POINTS ALLOWED	900	

TOTAL POINTS AWARDED

486

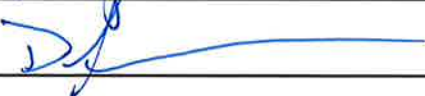
SIGNATURE:

Evaluator 1: 

Date: 5/21/2025

Evaluator 2: 

Date: 5-21-25

Evaluator 3: 

Date: 5/21/25

PULSELIGHT HOLDINGS

System Functionality-

Pros:

1. Supports secure outbound email
2. Standard product enhancement accessible to all clients most without additional cost
3. Transactional reporting available
4. Capability to establish queues to assign to appropriate agencies to review
5. Incorporates both incident management and incident detection/data analytics

Cons:

1. Request for extension times associated with SLA's for critical and major incidents resolution
2. Architecture and infrastructure not fully explained, and descriptions were lacking details
3. Inability to receive secure inbound emails

Approach and Implementation Support -

Pros:

1. The approach includes data conversion to import operational data from external systems
2. Flexible training options with instructor lead, train the trainer and on demand training
3. After go-live application upgrades are applied to non-production sandbox

Cons:

1. Additional cost for on-site assistance
2. Fees for DHHS specific documentation

Approach to Project Management

Pros:

1. Proactive risk management
2. Will submit project deliverables using dash approved format
3. Efficient timeline offered for implementation

Cons:

1. Timeline specificity is lacking
2. Reference to program not relevant to this solicitation

Experience, Qualifications and Staffing-

Pros:

1. Project manager has 13 years' experience
2. Combination of contractor/subcontractor has been used in other states
3. Subcontractor monitors Realtime user experience

Cons:

1. Although completed APD's with CMS approval have not completed CMS readiness review or CMS certification
2. Any requests for on-site assistance during operation phase incurs additional costs

PHASE I CONSENSUS SUMMARY SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)

5400027650

Offeror Name: THERAP SERVICES

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality	300	120
Approach and Implementation Support	200	103
Approach to Project Management	100	57
Experience, Qualifications and Staffing	100	55
Business Proposal	200	200
TOTAL POINTS ALLOWED	900	-

TOTAL POINTS AWARDED

535

SIGNATURE:

Evaluator 1: Erin O'Leary

Date: 5/21/2025

Evaluator 2: Margaret Alenine

Date: 5-21-25

Evaluator 3: DJ

Date: 5/21/25

THERAP SERVICES

System Functionality-

Pros:

1. None

Cons:

1. Proposal lacked specificity
1. No reference nor mention of claims or incident detection
2. Concern regarding multiple major releases made in a given year

Approach and Implementation Support-

Pros:

1. Training approach hands on, in person as well as asynchronous
2. Tiered support approach

Cons:

1. Proposal lacked specificity
2. Failure to provide a detailed timeline
3. Identified if interfaces are required that may involve development rather than customization

Approach to Project Management

Pros:

1. Approach based on DASH governance requirements

Cons:

1. Proposal lacked specificity

Experience, Qualifications and Staffing

Pros:

1. Experience with CMS certification and readiness reviews
2. Have quality assurance teams

Cons:

1. Proposal lacked specificity

Exhibit “E”

Rebecca Lopez

Subject: Confidential - HWCIM - Demonstration
Location: Microsoft Teams Meeting; J1 - Edisto River

Start: Fri 6/6/2025 10:00 AM
End: Fri 6/6/2025 12:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Rebecca Lopez
Required Attendees: Williams, Faith M; Margaret Alewine; Trey Fowler; Oehler, Erin; Rhonda Morrison; Dalton, Ann; Jamie.heyward@ddsn.sc.gov; Lisa Ragland, MSW, CPM; Roger Kinlaw; Sarel van der Westhuizen - Contractor; Jimmy Earley - Contractor; Jake Brewbaker - Contractor; Michael Orr - Contractor; Venkat Raju - Contractor; Wilfredo Casillas - Contractor; Rabon, Kristen
Optional Attendees: Rebecca O'Brien, CPM, CPPB; Donna Spigner, MBA; Kristen Roche; Rena Aarons; Clarisa Henriquez-Johnson
Resources: J1 - Edisto River

FEI SYSTEMS

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 263 720 849 284 7

Passcode: L9vM7bA2

Dial in by phone

[+1 803-454-9985,,727329054#](#) United States, Columbia

[Find a local number](#)

Phone conference ID: 727 329 054#

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

Rebecca Lopez

Subject: Confidential - HWCIM - Demonstration
Location: Microsoft Teams Meeting; J1 - Edisto River

Start: Fri 6/6/2025 2:00 PM
End: Fri 6/6/2025 4:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Rebecca Lopez
Required Attendees: Williams, Faith M; Margaret Alewine; Trey Fowler; erin.oehler@ddsn.sc.gov; Rhonda Morrison; Dalton, Ann; Jamie.heyward@ddsn.sc.gov; Lisa Ragland, MSW, CPM; Roger Kinlaw; Sarel van der Westhuizen - Contractor; Jimmy Earley - Contractor; Jake Brewbaker - Contractor; Michael Orr - Contractor; Venkat Raju - Contractor; Wilfredo Casillas - Contractor; Rabon, Kristen
Optional Attendees: Rebecca O'Brien, CPM, CPPB; Donna Spigner, MBA; Clarisa Henriquez-Johnson; Kristen Roche; Rena Aarons
Resources: J1 - Edisto River

Therap Services

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 233 929 004 388 9

Passcode: jn6cW7Kw

Dial in by phone

[+1 803-454-9985,,167519360#](#) United States, Columbia

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Phone conference ID: 167 519 360#

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Rebecca Lopez

Subject: HWCIM - Scoring
Location: Microsoft Teams Meeting; J1 - Ace Basin
Start: Fri 6/6/2025 4:00 PM
End: Fri 6/6/2025 5:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: Rebecca Lopez
Required Attendees: Williams, Faith M; Margaret Alewine; Trey Fowler; erin.oehler@ddsn.sc.gov; Rhonda Morrison; Dalton, Ann; Jamie.heyward@ddsn.sc.gov; Lisa Ragland, MSW, CPM; Roger Kinlaw; Sarel van der Westhuizen - Contractor; Jimmy Earley - Contractor; Jake Brewbaker - Contractor; Michael Orr - Contractor; Venkat Raju - Contractor; Wilfredo Casillas - Contractor; Rabon, Kristen
Optional Attendees: Rebecca O'Brien, CPM, CPPB; Donna Spigner, MBA; Kristen Roche; Rena Aarons; Clarisa Henriquez-Johnson
Resources: J1 - Ace Basin

Microsoft Teams [Need help?](#)

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Passcode: nG2Sb6RZ

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CONSENSUS SCORING PROCESS

For each evaluation criterion of each proposal:

1. Every panel member is given the opportunity to voice what they consider to be strengths, weaknesses, advantages, and disadvantages. Open discussion is held among all panel members. Key points are captured by the facilitating Procurement Officer.
2. Based on both their independent review of the proposals and the panel discussion, scoring panel members assign an independent, preliminary score.
3. The facilitating Procurement Officer requests that each scoring panel member announce their preliminary independent score to the panel.
4. Panel members discuss the preliminary independent scores to collectively determine a preliminary consensus score.
5. Each scoring panel member whose independent preliminary score varies from the preliminary consensus score is given the opportunity to provide additional comments to the panel.
6. The final consensus score is determined as follows:
 - a. If a simple majority of the scoring panel members agree to the preliminary consensus score, it becomes the final consensus score.
 - b. If a simple majority of the scoring panel members do not agree to the preliminary consensus score, the mathematical average of the individual preliminary scores will be the final consensus score.
7. The final consensus score must be supported by the final consensus score justification in the consensus score summary sheet. The final consensus score justification can include key points captured by the facilitating Procurement Officer in the panel discussion that are verified by panel members and additional comments made directly by panel members.
8. If a scoring panel member objects to the final consensus score, they are given the opportunity to provide dissenting comments for inclusion in the consensus score summary sheet. Every dissenting comment must designate whether the panel member is advocating for a higher or lower score than the final consensus score.
9. Ultimately, there will be a single consensus score summary sheet for each proposal that includes: (1) a summary of the final consensus scores; (2) a final consensus score justification for each final consensus score; and (3) any dissenting comments.
10. All scoring panel members must review and sign every consensus score summary sheet.

PHASE I CONSENSUS SCORE SHEET

Description
Solicitation #

Offeror Name: _____

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality		
Approach and Implementation Support		
Approach to Project Management		
Experience, Qualifications and Staffing		
Cost/Price Proposal		
TOTAL POINTS AWARDED		_____

Evaluator 1 Signature: _____ Date: _____

Evaluator 2 Signature: _____ Date: _____

Evaluator 3 Signature: _____ Date: _____

CONSENSUS - SCORE JUSTIFICATION

Solicitation # - Description

In an effort to support the evaluation of this RFP, the evaluation panel hereby provides a brief explanation of each score given to each evaluation criteria.

OFFEROR

Approach to Project Management-

Pros:

1.

Cons:

1.

Dissenting Comments:(Optional)

1.

Approach to Implementation-

Pros:

1.

Cons:

1.

Dissenting Comments:

1.

System Functionality-

Pros:

1.

Cons:

1.

Dissenting Comments:

Organization and Staffing-

Pros:

1.

Cons:

1.

Dissenting Comments:

PHASE I CONSENSUS SUMMARY SCORE SHEET
FINAL CONSENSUS SCORE -
Solicitation # - Description

1. DETAILED APPROACH & CAPABILITIES

2. EXPERIENCE & QUALIFICATIONS

3. SCENARIOS

4. VALUE

Exhibit I

PHASE I CONSENSUS SUMMARY SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)

5400027650

Offeror Name: FEI SYSTEMS

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality	300	238
Approach and Implementation Support	200	143
Approach to Project Management	100	84
Experience, Qualifications and Staffing	100	73
Business Proposal	200	72
TOTAL POINTS ALLOWED	900	

TOTAL POINTS AWARDED

610

SIGNATURE:

Evaluator 1: 

Date: 5/21/2025

Evaluator 2: Margaret Alexine

Date: 5-21-25

Evaluator 3: 

Date: 5/21/25

CONSENSUS - SCORE JUSTIFICATION
5400027650-HWCIM- SCDHHS

In an effort to support the evaluation of this RFP, the evaluation panel hereby provides a brief explanation of each score given to each evaluation criteria.

FEI SYSTEMS

System Functionality-

Pros:

1. Multiple options for intersystem communications
2. Multi-Factor Authentication
3. Robust, well-defined architecture
4. CMM level 3 organization
5. Granular audit capability

Cons:

1. Capability of integrating Medicaid claims data is described as "on product roadmap to build"

Approach to Implementation Support

Pros:

1. Phased Implementation Approach that aligns with State's objectives
2. Structured requirements workshops
3. Customized training courses prerecorded and in person
4. Examples of implementation from other states
5. Comprehensive help desk support

Cons:

1. Remote workforce may limit availability for on-site activities.

Approach to Project Management-

Pros:

1. Very concise and detailed project management Plan
2. Proactive assessments
3. Within descriptions, vendor considered existing systems and how their system would integrate.
4. Project management approach meticulously addressed all requirement.

Cons:

1. Remote workforce may limit availability for on-site activities.

Experience, Qualifications and Staffing-

Pros:

1. CMM level 3 organization
2. 25 years' experience with Medicaid and HHS programs
3. Multi state experience
4. Experienced project management team

Cons:

1. Remote workforce may limit availability for on-site activities.

PHASE I CONSENSUS SUMMARY SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)

5400027650

Offeror Name: PULSELIGHT HOLDINGS

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality	300	194
Approach and Implementation Support	200	115
Approach to Project Management	100	73
Experience, Qualifications and Staffing	100	57
Business Proposal	200	47
TOTAL POINTS ALLOWED	900	

TOTAL POINTS AWARDED

486

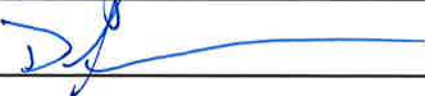
SIGNATURE:

Evaluator 1: 

Date: 5/21/2025

Evaluator 2: 

Date: 5-21-25

Evaluator 3: 

Date: 5/21/25

PULSELIGHT HOLDINGS

System Functionality-

Pros:

1. Supports secure outbound email
2. Standard product enhancement accessible to all clients most without additional cost
3. Transactional reporting available
4. Capability to establish queues to assign to appropriate agencies to review
5. Incorporates both incident management and incident detection/data analytics

Cons:

1. Request for extension times associated with SLA's for critical and major incidents resolution
2. Architecture and infrastructure not fully explained, and descriptions were lacking details
3. Inability to receive secure inbound emails

Approach and Implementation Support -

Pros:

1. The approach includes data conversion to import operational data from external systems
2. Flexible training options with instructor lead, train the trainer and on demand training
3. After go-live application upgrades are applied to non-production sandbox

Cons:

1. Additional cost for on-site assistance
2. Fees for DHHS specific documentation

Approach to Project Management

Pros:

1. Proactive risk management
2. Will submit project deliverables using dash approved format
3. Efficient timeline offered for implementation

Cons:

1. Timeline specificity is lacking
2. Reference to program not relevant to this solicitation

Experience, Qualifications and Staffing-

Pros:

1. Project manager has 13 years' experience
2. Combination of contractor/subcontractor has been used in other states
3. Subcontractor monitors Realtime user experience

Cons:

1. Although completed APD's with CMS approval have not completed CMS readiness review or CMS certification
2. Any requests for on-site assistance during operation phase incurs additional costs

PHASE I CONSENSUS SUMMARY SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)

5400027650

Offeror Name: THERAP SERVICES

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
System Functionality	300	120
Approach and Implementation Support	200	103
Approach to Project Management	100	57
Experience, Qualifications and Staffing	100	55
Business Proposal	200	200
TOTAL POINTS ALLOWED	900	-

TOTAL POINTS AWARDED

535

SIGNATURE:

Evaluator 1: Erin O'Leary

Date: 5/21/2025

Evaluator 2: Margaret Alenine

Date: 5-21-25

Evaluator 3: DJ

Date: 5/21/25

THERAP SERVICES

System Functionality-

Pros:

1. None

Cons:

1. Proposal lacked specificity
1. No reference nor mention of claims or incident detection
2. Concern regarding multiple major releases made in a given year

Approach and Implementation Support-

Pros:

1. Training approach hands on, in person as well as asynchronous
2. Tiered support approach

Cons:

1. Proposal lacked specificity
2. Failure to provide a detailed timeline
3. Identified if interfaces are required that may involve development rather than customization

Approach to Project Management

Pros:

1. Approach based on DASH governance requirements

Cons:

1. Proposal lacked specificity

Experience, Qualifications and Staffing

Pros:

1. Experience with CMS certification and readiness reviews
2. Have quality assurance teams

Cons:

1. Proposal lacked specificity

CONSENSUS SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)
Solicitation # 5400027650

Offeror Name: FEI Systems

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
Demonstration	100	96
POINTS AWARDED		96

Evaluator 1 Signature:



Date:

06/06/2025

Evaluator 2 Signature:



Date:

6-6-25

Evaluator 3 Signature:



Date:

6-6-25

JUSTIFICATION

In an effort to support the evaluation of this RFP, the evaluation panel hereby provides a brief explanation of each score given to each evaluation criteria.

FEI Systems

Pros:

System has a modern appearance. Very robust options. Innovative and confidently presented. Captured meeting requirements throughout the demonstration. Demonstration of reporting capabilities was very robust. Integration hub with claims and MMIS data. Waiver and non-waiver program supported through configuration. Landing page configurable by role. Twelve (12) month implementation six (6) month certification definitive timeline. Workflows configured by program type. Integrated training required for system access. Project management process mature and consistent with the requirements.

Cons:

In-person training support was not clearly articulated.

Dissenting Comments:(Optional)

CONSENSUS SCORE SHEET
Health and Welfare Critical Incident Management (HWCIM)
Solicitation # 5400027650

Offeror Name: Therap Services

EVALUATION CRITERIA	POINTS ALLOWED	POINTS AWARDED
Demonstration	100	40
POINTS AWARDED		40

Evaluator 1 Signature:



Date:

06/06/2025

Evaluator 2 Signature:

Margaret Hewie

Date:

6-6-25

Evaluator 3 Signature:



Date:

6-6-25

JUSTIFICATION

In an effort to support the evaluation of this RFP, the evaluation panel hereby provides a brief explanation of each score given to each evaluation criteria.

Therap Services

Pros:

BI Dashboard/Platform was detailed and allowed for easily readable data point. Video storage capabilities. Body diagram built in feature.

Cons:

Many “we can” responses vs. actual demonstration of the capabilities. Failure to demonstrate the functionality of the mobile app. System build on “drop downs” and some lists were very long. Role based access to enter data was not clearly defined. “Other” category creates data collection and reporting issues. Concern with regard to inability to delete incorrect and inaccurate data once final resolution is reached.

Dissenting Comments:(Optional)