



# State of South Carolina

## Request for Proposal

Solicitation Number: 5400008582  
 Date Issued: 10/10/2014  
 Procurement Officer: DONNA J. POTTS, CPPB  
 Phone: 803-896-6389  
 E-Mail Address: [dpotts@mmo.sc.gov](mailto:dpotts@mmo.sc.gov)

**DESCRIPTION: Data Governance Framework & Master Data Management (MDM) Solution**

**USING GOVERNMENTAL UNIT: SC Department of Health & Environmental Control**

*The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov> and/or  
 SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
 B&CB, Div. of Procurement Services, ITMO  
 1201 Main Street, Suite 600  
 Columbia SC 29201

PHYSICAL ADDRESS:  
 B&CB, Div. of Procurement Services, ITMO  
 1201 Main Street, Suite 600  
 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **11/10/2014 by 14:30:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/24/2014 by 13:00:00** Send questions to [dpotts@mmo.sc.gov](mailto:dpotts@mmo.sc.gov) (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **SEE INSTRUCTIONS ON PAGE THREE (3)**

CONFERENCE TYPE: **Pre-proposal conference**  
 DATE & TIME: **10/22/2014 at 10:00 a.m.**  
 (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **DHEC 2600 Bull Street, Board Room, 3420 (Board Room), Columbia, SC 29201.**

**AWARD & AMENDMENTS** Award will be posted on **12/08/2014**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By submitting a proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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.
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AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO.  (See "Taxpayer Identification Number" provision)
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TITLE  (business title of person signing above)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
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PRINTED NAME  (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)
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OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship       Partnership       Other \_\_\_\_\_  
 Corporate entity (not tax-exempt)       Corporation (tax-exempt)       Government entity (federal, state, or local)



**PAGE THREE (3)**

**IMPORTANT INFORMATION FOR ALL OFFERORS**

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

**PLEASE DO NOT WAIT UNTIL THE DEADLINE FOR SUBMISSION. IF YOU ENCOUNTER PROBLEMS, YOU MAY NEED TIME TO RESOLVE THEM. START THE PROCESS IMMEDIATELY!!!**

**OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:**

DSIT Help Desk (803) 896-0001 Select Option one (1) then Option one (1)

Monday – Friday 8:00 AM – 4:30 PM  
[SCEIS Service Desk Vendor Ticket Form](#)

Additional vendor instructions concerning submitting offers can be found at:

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

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**NUMBER OF COPIES**

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

1. The original complete solicitation response should be submitted on-line and is the official response.
2. All Offerors should attach all additional requested documents to their response in the on-line system. These documents can be attached under the “**Notes and Attachments**” tab in the on-line system either on the main response page or under the necessary line item.

**In addition** to the offer you submit on-line, the Offerer **MUST** submit the following:

1. In accordance with clause titled “Submitting Redacted Offers (Feb 2007) located in Section IV of this RFP, **One (1)** redacted copy (see page forty (40) Submitting Redacted Offers) of both technical and price proposal;
2. **Seven (7)** each separate individual copies of your Technical Proposal on a CD identical to that submitted on line;
3. **One (1)** each separate individual copies of your Price Proposal on a CD identical to that submitted on line.
4. **One (1)** each separate individual paper copy (marked original) of your complete Technical and Price Proposal.

All copies requested must be delivered no later than the date and time specified on the cover page of the solicitation to the following address:

Information Technology Management Office (ITMO)  
Attention: Solicitation Number **5400008582**  
Donna J. Potts, CPPB, Procurement Manager  
1201 Main Street, Suite 600, Columbia, SC 29201

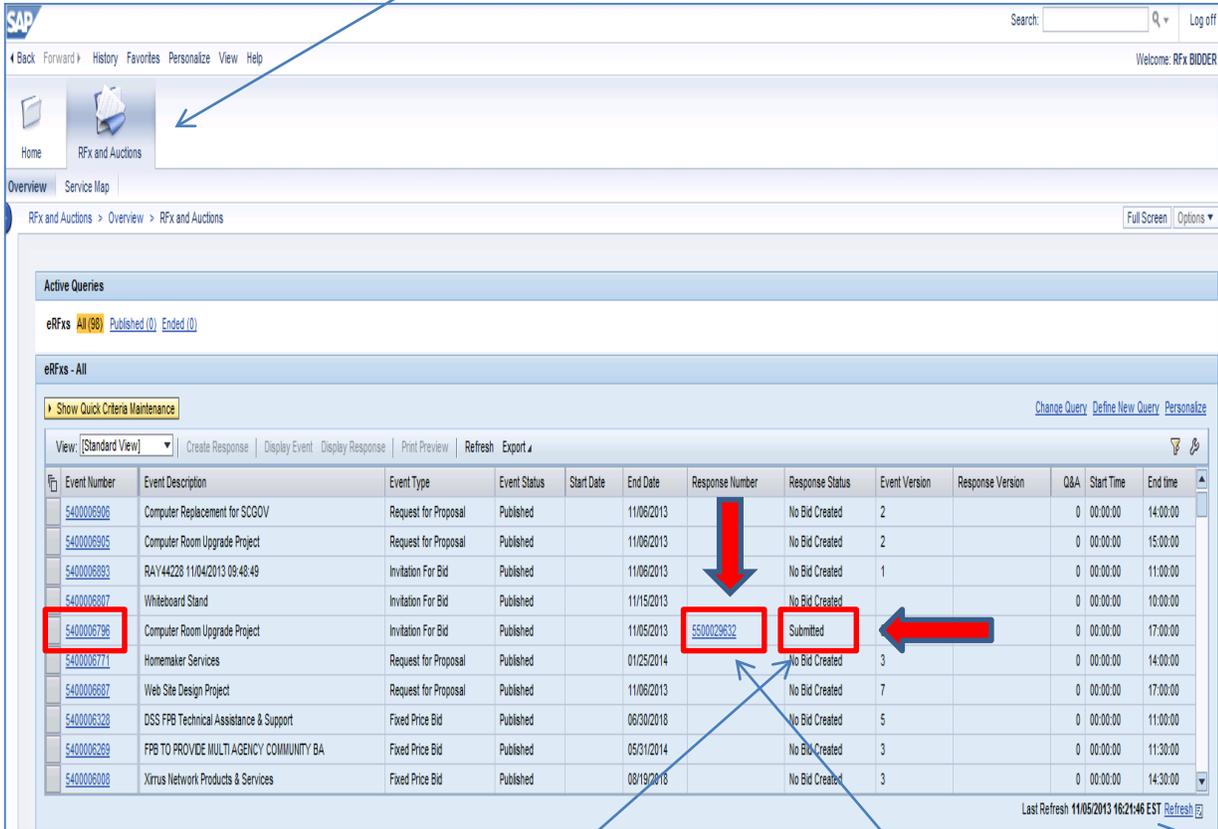
**IMPORTANT NOTICE: PLEASE NOTE THAT IF ADDITIONAL TERMS AND CONDITIONS ARE OBJECTED TO OR QUALIFIED, YOUR OFFER MAY BE DEEMED NON-RESPONSIVE AND NOT CONSIDERED FURTHER.**

**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.**

OFFEROR BID SUBMISSION VALIDATION

After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

**STEP 1:** Go back to the initial 'RFx and Auctions' screen



**STEP 2:** Select the 'Refresh' button to update the screen.

**STEP 3:** Make sure the RFx you responded to, has your specific bid response number '55xxxxxxx' displayed in the Response Number column and the Response Status column has a status of 'Submitted' before you log off.

**NOTE:** You also have the ability to print out a copy of your submission by selecting the 'Print Preview' button after your offer has been submitted.



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## I. SCOPE OF SOLICITATION

The Information Management Technology Office (ITMO), on behalf of the South Carolina Department of Health and Environmental Control (DHEC), is soliciting proposals from qualified offerors for the software and services to implement a Data Governance solution to support DHEC's transactional systems.

### ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

### MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 12/19/2014 End date: 12/18/2021. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

### DEFINITIONS

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

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

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.

DATA GOVERNANCE means the development of single data policies, standards, and guidelines applied and enforced to all transactional systems within the enterprise to ensure data consistency, completeness, accessibility, and accuracy.

DHEC or SC DHEC means South Carolina Department of Health and Environmental Control.

EFIS means Environmental Facility Information System developed and maintained by DHEC Environmental Deputy Area.

EVVE means Electronic Verification of Vital Events, PHSIS system.

GOTS means Government Off the Shelf Software. (Example CMS ASPEN system).

GOLD RECORD means a master record created by reconciling data from various data sources.

MDM means Master Data Management.

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

OFFER means the bid or proposal submitted in response to 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.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PHSIS means Office of Public Health Statistics and Information Services.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

SaaS means Software as a Service.

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

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

SSOT means Single Source of Truth created by linking data elements from federated databases in the enterprise domain to create a single record with accurately validated data elements.

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

STETON means SaaS system used by program areas for mobile inspections related to Retail Food and Health Facility inspections.

STEVE means State and Territorial Exchange of Vital Events, PHSIS system.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

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

TRANSACTIONAL SYSTEM means information system used by staff to enter, save, edit and retrieve data for agency activities.

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

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

VRSIIS means Vital Records and Statistics Integrated Information System, PHSIS system.

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

YOU and YOUR means Offeror.

#### **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](http://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]

#### **AWARD NOTIFICATION (NOV 2007)**

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

#### **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

#### **BID ACCEPTANCE PERIOD (JAN 2004)**

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

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

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

## **BOARD AS PROCUREMENT AGENT (JAN 2004)**

(a) Authorized Agent. All authority regarding the conduct of 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. (b) Purchasing Liability. The Procurement Officer is an employee of the Board 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 Board is not a party to such contracts, unless and to the extent that the board 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. [02-2A030-1]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

**GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

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

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

[02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

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

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

The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

## **COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

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). (Applicable only to offers submitted on paper.) [02-2A045-1]

#### **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 bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

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

#### **DUTY TO INQUIRE (JAN 2006)**

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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

#### **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

#### **OMIT TAXES FROM PRICE (JAN 2004)**

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

#### **PROTESTS (JUNE 2006)**

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

## **PUBLIC OPENING**

Offers will be publicly accepted at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

## **QUESTIONS FROM OFFERORS (JAN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. 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. (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. [02-2A095-1]

## **REJECTION/CANCELLATION (JAN 2004)**

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

## **RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

## **RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials* all communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.* [02-2A110-1]

## **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]

## **STATE OFFICE CLOSINGS (JAN 2004)**

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

[02-2A120-2]

## **SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by 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. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. 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. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page 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 is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not 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. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

#### **SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)**

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

#### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

#### **TAXPAYER IDENTIFICATION NUMBER (JAN 2004)**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.  
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.  
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

#### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

### **CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)**

Pre-Bid/Proposal Conference Date and Time: **10/22/2014 10:00:00 a.m.**

Location of Pre-Bid/Proposal Conference: **2600 Bull Street, 3420 (Board Room), Columbia, SC 29201**

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

This Pre-Proposal Conference is a NON-Mandatory meeting. 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. Offeror's will be given the opportunity to provide input, comments, questions, and suggested changes relative to this solicitation.

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.

### **CONTENTS OF OFFER (RFP) -- ITMO**

- (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 (2) parts, the technical proposal and the price proposal. Each part should be bound in a single volume.**

(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.

## **DEMONSTRATION REQUIREMENTS**

The responsive Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase one (I) evaluations will be required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors. The presentation will be made either 'in person' at **DHEC 2600 Bull Street, 3420 (Board Room) Columbia, South Carolina 29201** and any travel expenses incurred by the Offeror are the Offeror's sole responsibility; or the Offeror may conduct the demonstration through a web conferencing solution such as GoToMeeting or an equivalent product. If the Offeror chooses the web conferencing solution option, the Offeror understands it may impact the presentation style and will take all potential technical issues into consideration. The time allotted per individual Offeror to present and demonstrate facts shall not exceed three and a half (3.5) hours to include question and answer session.

**Note that the dates of December 1 & 2, 2014 are tentatively scheduled for the demonstration. Offerors should reserve those dates. ITMO will notify the highest ranked responsive and responsible Offeror as quickly as possible to schedule a specific date and time.**

- (a) The activities of the Offeror should be limited to a demonstration of the solution proposed and described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Items that are "value added" and not part of the base proposal (including custom programming) must be included as such at every point that the product or feature is used, whether that use is directly in use or it supports the processes that the software is performing. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.
- (b) The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
- (c) The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed software.
- (d) The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- (e) The demonstration script outlined in appendix A will be used to assist DHEC in reviewing your response and to gauge how well your solution may meet organizational goals and objectives. Please prepare to present, live or remotely, information on the items listed on the demonstration script appendix A. The time allotted for the demonstration shall not exceed three and a half (3.5) hours, which includes the presentation and further clarifications/questions and answers. 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 response.
- (f) In an effort to ensure that we cover all key factors necessary to complete the selection process, Offerors should complete the entire demonstration script before demonstrating other optional features. If there is a portion of the demonstration script which your solution does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration script may be reflected in the scoring.
- (g) Offeror will present their demonstration in REAL TIME. The Offeror will be required to supply all components required in order to perform the demonstration if it is onsite. DHEC will provide and ensure internet connectivity and projection screen. If the demonstration is done remotely, it can be viewed on DHEC PC's.

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

## **DEMONSTRATION SCRIPT**

The offeror demonstration script is outlined in Appendix A.

## **DISCUSSIONS and NEGOTIATIONS (NOV 2007)**

Submit your best terms from a cost or price and from 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. 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. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] 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). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

## **ELECTRONIC MEDIA - REQUIRED FORMAT (DHEC FEB 2011)**

As noted on the cover page, an original hard copy of your offer must be accompanied by one copy in the following electronic format: optical disk in one of the following formats: CD-R; DVD ROM; DVD-R; or DVD+R. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX are not acceptable and will result in the Offeror's proposal being rejected. Every disk must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each disk must be identical to the original hard copy. File format shall be Portable Document Format (.pdf).

## **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

## **ON-LINE BIDDING INSTRUCTIONS (NOV 2007)**

(a) Mandatory Registration: **For on-line bidding, you must register before you can submit an offer! See instructions in 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](http://www.procurement.sc.gov) under the heading "Submitting Offers On-Line". [02-2B105-1]

## **OPENING PROPOSALS -- PRICES NOT DIVULGED**

In competitive sealed proposals, neither pricing nor competing offeror's information will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [02-2B110-1]

## **PROTEST - CPO - ITMO ADDRESS (JUNE 2006)**

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](mailto:protest-itmo@itmo.sc.gov),

(b) by facsimile at 803-737-0102, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B120-1]

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **INTRODUCTION**

The South Carolina Department of Health and Environmental Control (DHEC) is the state agency charged with protecting public health, coastal resources, and the state's land, air and water quality as authorized under multiple state and federal laws. DHEC supports communities in promoting health, providing vital healthcare and other direct services, monitoring pollution, coordinating disease control, carrying out the agency's inspection and regulatory responsibilities, responding to environmental emergencies, and protecting public health and the environment in numerous other ways.

#### **PROJECT GOALS**

The overall goal is to select and deploy a Master Data Management (MDM) solution along with consulting services to assist with the configuration, installation, and implementation of that system. Services to include assistance with the development of Data Governance structure, policies and processes, and workflows within the agency organization to ensure long term sustainability. The end goal is to develop and implement an information management strategy to ensure data management of the agency's transactional systems, leverage that data to ensure strategic initiatives and compliance with federal and state regulatory laws, and create Single Source of Truth (SSOT) or golden record from reconciled sources.



Figure 1  
Agency Systems with Common Data Elements to Reconcile to a Single Master Record

### DHEC Organizational Structure

1. Environmental Affairs

- a. Bureau of Air Quality
  - b. Bureau of Environmental Health Services
  - c. Bureau of Land and Waste Management
  - d. Division of Ocean and Coastal Resources Management
  - e. Bureau of Water
2. Public Health
- a. Health Regulation
    - i. Certification
    - ii. Health Facilities Regulations
    - iii. Health Facilities and Care Planning and Development
    - iv. Radiological Health
    - v. Drug Control
  - b. Preventive Services
  - c. Client Services
3. Administration
- a. Bureau of Business Management
  - b. Bureau of Financial Management
  - c. Bureau of Information Technology
  - d. Office of Personnel Services
  - e. Office of Public Health Statistics & Information Services

Supporting transactional systems used by staff vary from custom development, MOTS, GOTS, COTS, and SaaS systems. Many systems have interdependencies with other systems as well as share common data element that have resulted in duplication and difficulty retrieving information across all systems.

Agency transactional systems vary in age, type, and usage which includes:

- SaaS: STETON, EMSpic, Microsoft Office 365
- COTS: Microsoft Office, ESRI ArcGIS Server and Desktop, STEVE / EVVE (NAPHIS)
- GOTS: ASPEN (CMS), CHESS (CDC), OpenNode2 (EPA), Cancer Registry (CDC)
- MOTS: GENESIS (Vital Records), Maven (Consilience)
- Custom Development: EFIS (Environmental System), CARES (Public Health), Private Pay (Administration), PCAS (Administration), etc.

Note: Systems listed above are representative and not all inclusive.

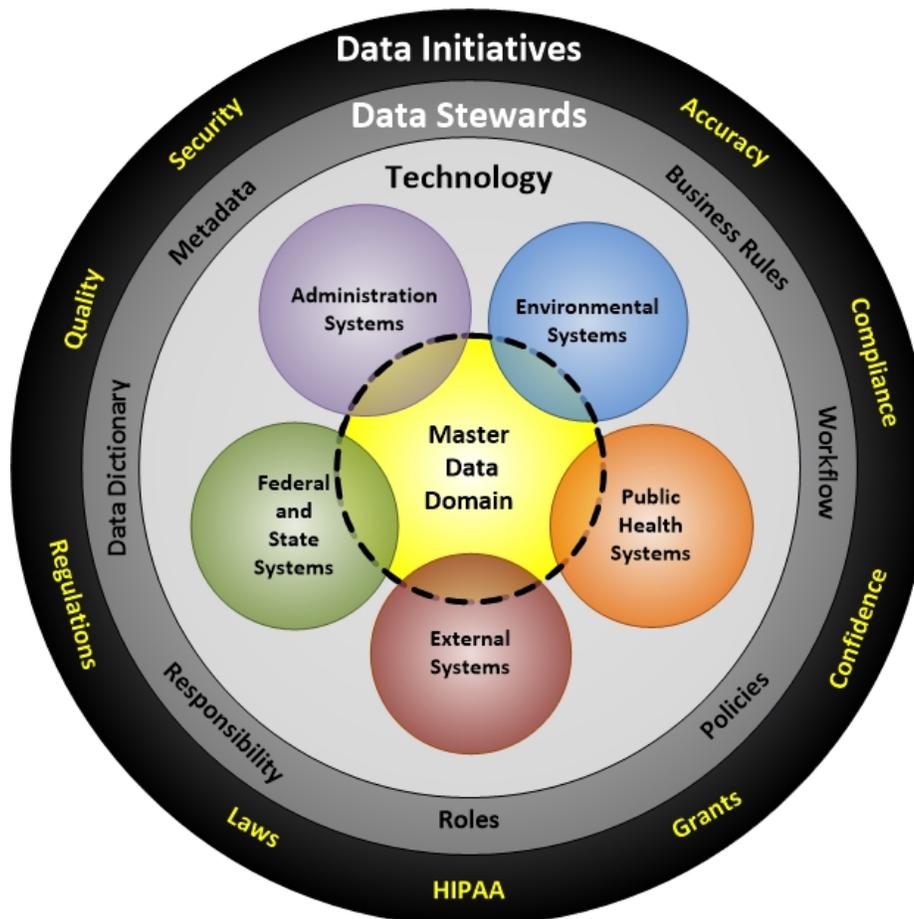


Figure 2

Data Governance Framework for DHEC

## **SCOPE OF WORK**

DHEC seeks to implement an information management strategy to ensure data management of the agency's transactional systems, leverage that data to ensure strategic initiatives and compliance with federal and state regulatory laws, and create a master record from reconciled sources for key enterprise data elements. Improve data accuracy, ownership, security, confidentiality, and utilization for DHEC internal and external customers through the implementation of a data management and governance program.

This project will deliver these results via a Master Data Management (MDM) solution including analytical tools for agency management and staff to utilize for daily operations. This project also includes consulting services to assist with the configuration, installation, and implementation of that system as well as to support the Agency in the development of a Data Governance structure, policies and processes, and workflows to ensure long term sustainability. Consulting services will also be required to 1) validate and expand existing data mappings related to the defined Master Data set and 2) validate data integrity through the use of analytics and validation tools to "cleanse" existing datasets within the DHEC portfolio. Training for DHEC employees and maintenance/support post implementation are also included in this project scope.

Objectives:

1. Develop and implement an Agency Data Governance and Management Policy via team input from SCDHEC IT and Program Area constituents.
  - a. Define policies which conform and compliment standard cyber security policy design related to information risk management, designation of data as to criticality, confidentiality, and protection. (NIST 800-53, FISMA, etc.)
  - b. Define policies which implement current industry best practices in Data Management and Governance

- c. Deliver approved Policies for the Agency
2. Develop Business Processes for Data Governance and Management including business work flows and the necessary roles/responsibilities for the ongoing operational structure to support Data Governance and Management.
  - a. Recommendations for a phased approach for implementation and staffing requirements will be included.
  - b. Provide industry references which support the conclusion that the recommended processes are best practices (i.e. Gartner reviews, etc.)
3. Deliver a data mapping which inventories all current DHEC transactional systems which defines the “master” data source and provides configuration mappings.
  - a. Leverage the current DHEC system/application configuration diagrams.
  - b. Propose Data Stewards (organization) based on current use profiles.
  - c. Include a data dictionary, meta data definitions, and relationships between the current transactional application configurations.
    - i. Identify all current data utilized (example: spreadsheets, databases or applications), any related manuals or documentation, and the technologies and infrastructure supporting those systems.
    - ii. Assess data redundancies between applications systems.
    - iii. Assess data quality.
    - iv. Map existing data to new data dictionary for shared master data components (see diagram 1 of this solicitation).
  - d. Offeror will present results onsite and provide digital copy of all findings.
4. Procurement of an MDM tool including licensing for DHEC users.
  - a. Tool will include a variety of commonly utilized analytic toolsets.
  - b. Tool will provide delivery options such as executive dashboards.
  - c. Tool will provide easy to use query capabilities and operate from the standard DHEC desktop configuration.
  - d. All tools will meet DHEC security requirements for access for on or offsite utilization.
  - e. All tools will interact and interface with the current DHEC portfolio for transactional data for the key master data selection.
  - f. Provisions for ongoing data communications, quality assurance and delivery.
5. Implementation of the MDM tool with the current enterprise shared data portfolio on DHEC’s internal infrastructure.
  - a. Telephone support for one (1) year after implementation for technical issues.
  - b. Configuration of the MDM analytics tools.
6. Data reconciliation for key master data elements defined in diagram one (1) of the solicitation.
  - a. Recommendations for any additional key master data elements discovered during data mappings.
  - b. Recommendation for key master data sourcing.
  - c. Data "cleansing" of agreed upon key master source data with analytical tools and external third party products for specific data types (address, locations, etc.).
  - d. Provisioning of "cleansed" data for use as a data source to DHEC for analytics use including the transformation, validation, verification and consolidation of duplicate data.
  - e. Delivery of a single master data record set which will be governed by DHEC policies which includes data input from existing DHEC transactional systems which have been verified and serve as the single, authoritative repository of enterprise shared data for the agency.
7. Training to support ongoing operations for the Data Management and Governance program.
  - a. Training for the agency program organizations which include the Policy, Processes, and MDM tool capabilities.
  - b. Technical training for the agency program organizations on the use of the MDM tool.
  - c. Technical training for IT.
  - d. Types of training options to include in-house, web-based, and train-the-trainer.

**Desired Outcomes of the Overall Project**

- Data Management and Governance Policy and Processes are implemented for use within the Agency.
- A Master Data Management tool is implemented for DHEC use.
- Enterprise data has been verified and implemented as an authoritative set for shared use by the agency and is serving as source by interfacing with the appropriate transactional systems for ongoing operational use.

**Proposed Implementation Timeline**

DHEC intends to accomplish this implementation in as a phased-in approach as outlined below:

**Phase One (I) – Policy, Process, and Inventory definition. (3 months)**

1. Develop an Agency Data Governance and Management Policy via team input from DHEC IT and Program Area constituents.
2. Develop Business Processes for Data Governance and Management including business work flows and the necessary roles/responsibilities for the ongoing operational structure to support Data Governance and Management.
3. Deliver a data mapping which inventories all current DHEC transactional systems which defines the "master" data source and provides configuration mappings.

**Phase Two (II) – System Implementation: (6 months)**

4. Procurement of an MDM tool including licensing for DHEC users. (Estimated as 10 administrators, 100 "power users," and unlimited users within the agency for viewing only)
5. Implementation of the MDM tool with the current enterprise shared data portfolio on DHEC's internal infrastructure.
6. Configuration of the MDM tool Analytics for Shared DHEC data.
7. Implementation of an authoritative master data set for enterprise shared data which interfaces with current transactional systems and provides ongoing support for data monitoring including accuracy and validation actions.

**Phase Three (III) Post Implementation Support: 3 months (Training)**

8. Training to support ongoing operations for the Data Management and Governance program.
  - a. Training for the agency program organizations which include the Policy, Processes, and MDM tool capabilities.
  - b. Technical training for the agency program organizations on the use of the MDM tool.
  - c. Technical training for IT.

**Phase Four (IV) System Maintenance and Support: One (1) year maintenance and support with the option to renew for up to six (6) years total**

9. Annual licensing for MDM tool including licensing for DHEC users.
10. MDM system tool upgrades.
11. Phone support for one (1) year.

**Business Location and Travel**

This MDM solution will be configured and installed at DHEC, 2600 Bull Street, Columbia, SC 29201. Any travel related expenses incurred by the offeror will be the sole responsibility of the offeror.

**SYSTEM SPECIFIC REQUIREMENTS**

The MDM platform must:

1. Integrate with the agency's security and reporting tools to provide fine-grained access to data and reliable data quality metrics.
2. Handle complex data hierarchies (capable of modeling complex B2B and B2C hierarchies).
3. Automatically generate changes to service-oriented architecture (SOA) services when new attributes, entities or sources are updated in the data model.
4. Integrate with third party cleansing tools and or services.
5. Provide a history of all changes to master data and a lineage of how data was changed captured in metadata.
6. Synchronize master data across operational and analytical applications to support real-time compliance and reporting.
7. Provide rules based processing and consolidation to deliver an authoritative data source as the Golden record.
8. Synchronize master data across operational and analytical applications to support real-time compliance and reporting.
9. Create reconciled single source of truth for key data elements across federated databases in the enterprise domain.
10. Provide data visualization tools to monitor, profile, and identify data inconsistencies and compliance to data policies.

Specific technical and operational requirements:

- Operate in a virtual server environment running VMware on Dell PowerEdge blade servers and Compellent SAN storage with Microsoft SQL Server 2012, R2 relational database management systems.
- Ability to integrate data from various relational database management systems and platforms: IBM DB2 v9.5.0.10 on AIX, Oracle 11G on AIX, and Microsoft SQL 2003 server and higher.
- GIS 10.1 (or higher) workstation and server geographic information systems software.
- The software must function with DHEC client workstations running the Windows 7.0 or higher operating system without having the .NET framework installed compatible with the Internet Explorer, Chrome, and Safari web browsers. Support for additional operating systems and browsers, such as MacOS, Linux, FireFox, etc., is desired.

- The web component must run using the IIS 8.0 and must meet all State of South Carolina mandated 508c web accessibility requirements for any public facing modules. (URL: <http://accessibility.sc.gov>)
- System authentication must be implemented via Active Directory (AD) single sign-on for internal agency users.
- The delivered software must be certified to be free of security vulnerabilities that potentially would lead to remote code execution and other security breaches on DHEC servers and workstations.
- If third party software is included in the offeror’s solution, the RFP must identify the software and its manufacturer, detail the function of the software and justify the inclusion of the third party software over an integrated solution. Any third party software or utilities integrated into the program must be included and licensed as part of the system in perpetuity. The contractor is responsible for negotiating and accepting any licensing agreement with the third party as well as responsible for software upgrade integration and maintenance costs.

**TECHNICAL SPECIFICATIONS**

Technical Specifications include General System Requirements and Specific System Requirements.

In responding to the Technical Proposal, Offerors are highly encouraged to include a detailed explanation of responses for every feature and function offered. However, the State recognizes that not all Offerors will be able to provide all features and functions described herein.

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

**SYSTEM REQUIREMENTS**

**Requirements set forth in this section are MANDATORY.** Responses to this section will be Yes/No responses only. Only those responding "YES" to all items will be evaluated further. Offerors must complete and submit responses to the System Requirements listed below. Failure to respond ‘yes’ to any of the requirements listed below or failure to provide responses will deem the bidder’s response “non-responsive”.

**\*\*\*This questionnaire shall be considered as part of the specifications for the software system and is an integral part of the Offeror’s response to this RFP.**

<input type="checkbox"/> Yes	Integration with Standard Database Solutions
<input type="checkbox"/> No	The solution integrates with and leverages current systems such as SQL Server, DB2, and Oracle 11G in place at DHEC.
<input type="checkbox"/> Yes	Data Consolidation:
<input type="checkbox"/> No	The solution consolidates data across multiple solutions that will include data feeds, data management applications, and other solutions it connects to and will provide a single view of data records.
<input type="checkbox"/> Yes	The solution allows the setting of match thresholds by source and use.
<input type="checkbox"/> No	
<input type="checkbox"/> Yes	The solution supports IP range, role-based AD, and agency- based security access to the data.
<input type="checkbox"/> No	
<input type="checkbox"/> Yes	The solution must be able to resolve data discrepancies in the data received across multiple solutions based on the rule set that has been defined.
<input type="checkbox"/> No	
<input type="checkbox"/> Yes	The solution has manual override for authorized users to resolve improper matches (and mismatches) and to preserve the override for that data record for future use.

<input type="checkbox"/> No	
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides an audit log [who, what, where, when, and why] of all manual updates to data.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution has an auditing mechanism to log and record the source of each activity related to the data including the distinct records that were used to arrive at the master record.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution shall maintain both an historical record of all derived master records and associated detailed records.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution has the ability to resolve to one (1) single record through multiple unique identifiers from different solutions.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution shall automatically recognize and protect PII data. It should also capture audit logs for PII data that has been viewed, modified, and delete.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution has a Service Oriented Architecture (SOA) that interfaces with a Service Bus by receiving and transmitting data through XML.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution shall meet industry, NIST, and FIPS security standards as required.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution shall easily and seamlessly integrate with solutions that are a part of the DHEC enterprise architecture.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system will meet scalability standards for both data size as well as demand for data.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution shall connect to data stored in SOAP, REST, WSDL, and UDDI structures and any other industry standard formats.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Solution must have a platform that establishes an interoperability layer that supports interactions among components via a variety of protocols (HTTP/HTTPS, XML, SOAP, Internet Inter-ORB Protocol [IIOP], .NET remoting, message-oriented middleware [MOM] protocols, file transfer protocols [FTP/SFTP], JMS/MQ, RDBMS, REST, WSDL, UDDI, etc.) and interaction styles (request/reply, conversational, publish and subscribe, asynchronous messaging, etc.).
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution must have features that enable in-flight message manipulation, such as transformation (typically XML-based), intelligent routing, naming and addressing, and dynamic service virtualization.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution supports designing the service interfaces, the rules (transformation, routing), the orchestration (virtualization flows), and the adapter configurations required to implement services
<input type="checkbox"/> Yes <input type="checkbox"/> No	The proposed solution must support access and control for information exchange and provide support of business applications to enforce access controls.

<input type="checkbox"/> Yes <input type="checkbox"/> No	The proposed solution must support error handling, provide capability to send alerts to notify team members of failed processes, and possess ability to send alerts based on non-receipt of files or messages.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system will look for number of outliers in the number of times items appear in an attribute.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution will use thresholds for matching and will identify records that are matches, records that are unique, and records that need manual inspection to determine match status
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system must recognize duplicate records and provide a facility for identifying, merging, or resolving duplicates before they are accepted into the system.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system must cleanse common address attributes like name, address, state, city, and postal code using included patterns and reference data. The system should leverage any trusted source to standardize and enrich data.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system must provide validation libraries certified by relevant authorities such as the U.S. Post Office.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system must provide a mechanism by which updates to all validation libraries are delivered and applied.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system will parse unstructured and structured address data, will standardize address elements, will format postal addresses, and will facilitate the process of address validation.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system must have complete event tracking for all events including user name, date, and time.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system must have a multi-user interface capable of managing scheduled jobs, activating unscheduled tasks, monitoring and reporting on current tasks, and leveraging performance reporting for metrics.
<input type="checkbox"/> Yes <input type="checkbox"/> No	PII (Personally Identifiable Information): The solution should automatically recognize, protect, and log PII data, changes, views, etc.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system must have the ability to interpret the meaning of text fields based upon the matching of characters strings against a knowledge base. In addition, the system shall have the ability to customize that knowledge.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution shall be able to provide simple search and identification of data records.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution can identify data records through probabilistic and partial search mechanisms with a toolset of solution rules and data-based rules set by DHEC.

**Items in this section are preferred but not mandatory.** Responses to this section will be Yes/No responses only.

<input type="checkbox"/> Yes	Is the solution either a Modifiable Off The Shelf (MOTS) or Commercial off the Shelf (COTS) system?
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<input type="checkbox"/> No	
<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes to MOTS/COTS, can the system be configured to the complexity level that is imperative for agency business procedures? (This includes relationships of entities/facilities/registered equipment, permits across program areas, compliance, enforcement)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the solution integrate with Microsoft Office 365, SharePoint, FileNet, and other data warehousing solutions? If yes, please list what it can be
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide facilities for user-defined matching rules?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide facilities for user-defined deduplication rules?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the software provide facilities for user-defined identification analysis?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the software facilities for user-defined data quality rules?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the software enable users to define the data profiling process using an intuitive interface?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software automatically identify data quality issues using statistical analysis?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software automatically identify data quality issues using fuzzy matching to discover duplicate content?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software automatically identify data quality issues through validation of user-defined business rules and formats?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the software provide data profiling functions to inspect data for user-defined Errors?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the software provide data profiling functions to inspect data for User-defined Inconsistencies?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide the ability to specify an inheritance behavior on any data object in your data model?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide attribute inheritance to work on a "cascading relationships"?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide the ability to initial Data instance to create child instance hat inherits from each other?

<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide each Data instance inherits from its parent?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software allow avoidance of data duplication?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide any instance to overwrite inherited values?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed software provide ability to delegate rights to roles & users on each Data instance?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed workflow product require an application server?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed system export to XML?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is process data maintained internally as XML by the proposed system?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed system act as a Web-enabled Services platform to request, broker, and deliver Web services?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the proposed solution use a staged database system so that changes can be backed out when an issue is identified?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Proposed software supports one (1) or more of the following standards, Please indicate which one(s) are supported. <ul style="list-style-type: none"> <li>• Hypertext Markup Language (HTML) <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Document Type Definitions (DTDs) <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Extensible Markup Language (XML) <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Extensible Stylesheet Language Transformation (XSLT) <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• XML Schemas <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Java Server Pages (JSP) <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Web Service Definition Language (WSDL) <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Software supports one (1) or more of the following Business Process Management (BPM) standards. Please also indicate which one(s) are supported. <ul style="list-style-type: none"> <li>• WARIA <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• WfMC <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• BPMi <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• WfXML <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• UDDI <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution is able to manage the data through effective and efficient: <ul style="list-style-type: none"> <li>• data collection</li> <li>• data aggregation</li> <li>• data matching</li> <li>• data transformation and standardization</li> <li>• data checking (QA)</li> </ul>

	<ul style="list-style-type: none"> <li>• data storing</li> <li>• data sharing</li> </ul>
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides mechanisms for bulk processing of issues similar to the manual override requirement.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution supports data standards such as Web Services, XML, CSV, TIPS, and any possible Federal standards that may be required.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution is synchronized with the changes that happen to any of the data records on any of the participating solutions through both batch and real-time mechanisms.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides a workflow analysis and diagram for each tool to demonstrate how the tool will be used and the interaction points for additional tools.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution has modular and reusable services and components.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution has a flexible architecture that can easily incorporate changes (modify and create datasets quickly) and new features.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution connects to a variety of delimited flat files such as .csv, .txt, or .xls, as well as XML and JSON formats,
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system provides interface connections for legacy and non-relational database systems.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The proposed solution has infrastructure tooling that enables users to represent semantic models, identify model-to-model relationships, and execute the necessary translations to reconcile data with differing semantic models.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The proposed solution provides for performance monitoring tools that can be used with the product (built-in or third party).
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution supports common bi-directional interface modalities including generic web services or APIs.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution enables users to modulate the sensitivity of matching algorithms by assigning weights.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides the ability to profile data in existing databases without the need to extract, move the data, or create a repository of results.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides the ability for users to drill down into individual data sources and view specific records using a data viewer tool.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution stores the results of a data profiling analysis in a data repository so that the history of data quality can be viewed and the improvement or degradation in data quality can be tracked.

<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides the ability to profile data in existing databases without the need to extract the data, move the data, or create a repository of results.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system provides functionality for the configuration and execution of rules and schemes to identify related data entities
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system provides the ability to weight, prioritize, and tune matching rules (for example, to optimize the frequency and number of potential matches or the "tightness" or "looseness" of matching) so that one attribute may have more priority over another in any given record.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system uses probabilistic, deterministic, and custom algorithms for finding, matching, merging, linking, and deleting relationships and duplicates within the data.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides strategies for matching very large data sets using techniques such as blocking keys (AKA bucketing or pre-matching). The product should provide tools for setting up and activating these techniques.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution assigns tasks to a cross-functional team to help mitigate match results or address specific records that do not comply with data quality rules.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system enables administrators to assign tasks to a cross-functional team.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system provides a data steward console for resolving data conflicts and entering missing data elements.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system enables users to visually review whether two records match if there is uncertainty in the matching algorithms.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system supports a cross-functional team with an easy-to-use web-based work environment.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system offers an open metadata repository shared across all data sources.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system offers automated bi-directional synchronization of metadata across multiple instances of the tools and data sources.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system provides automated discovery and acquisition of metadata from various data sources, applications, and other tools
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system provides a case management approach to data cleansing that will facilitate multi- select assignments, disallow assignment to users without case/alert permission, support multiple links in a single attribute, support links in comments, permit control to view alerts, import and export filters, and provide quick option to delete all cases.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The system has a dashboard system that can be customized for data sets that show trend analysis and error reporting. The dashboard should be easily configurable without requiring external programming.

<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution provides the ability to split text fields by matching character strings against packaged knowledge bases of terms, names, and more.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The solution is able to consolidate data across multiple solutions that will include data feeds, data management applications, and other solutions it connects to and will provide a single view of data records.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does system support use of predefined reports created by an administrator?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does system allow security/password-administrator to assign user level permissions?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does system have a system of online Help menus, modifiable as needed, for both the users and the administrators?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does system have query ability (based on security authorization) for departmental or global view?

**SPECIFIC SYSTEM REQUIREMENTS**

*System Software Application Questionnaire*

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

<b>F</b>	=	Fully provided “out of the box” *
<b>M</b>	=	Provided with modification **
<b>C</b>	=	Custom development required **
<b>TP</b>	=	Third party software **
<b>R</b>	=	Provided with reporting tool **
<b>NA</b>	=	Not available **
* <b>To be illustrated at demonstration</b>		
** <b>Please explain in detail</b>		
-		

**\*\*\*This questionnaire shall be considered part of the specifications for the software system and is an integral part of the offeror’s response to this RFP.**

**Data/Data Relationships**

<i>Capabilities: Please choose one (1) response from the <u>System Software Application Questionnaire</u> as shown on Page 33 to indicate whether system currently provides/supports each of the following:</i>	
	<u>Ability to ID (company, facility, person, location, site, permit,)</u> information for all types of facilities (ID, location, description and type for environmental, health, controlled substance, coastal and environmental health facilities) across multiple transactional systems.
	<u>Owner/responsible party and contact information</u> (name, tax ID, phone, FAX, Email, address, and other information such as multiple contacts, multiple addresses or phone numbers and established relationships between entities).
	<u>Established relationships between entities</u> (permits across program areas, compliance and enforcement information, parent company with multiple sites or subsidiaries).
	<u>Analysis, monitoring, laboratory, assessment and modeling information</u> (results, determination, scenarios, parameters must be exchangeable).
	<u>Identification of system inconsistencies across the enterprise domain.</u>
	<u>Ability to monitor data domains for compliance with data policies.</u>
	<u>Utilize data validation sources to correct data.</u>
	<u>Ability to map agency wide systems.</u>
	<u>Ability to display</u> company, facility data according to specific parameters (thematic display).
	<u>Store and retrieve legacy information</u> (legacy records, history files, metadata).

## Security

**Capabilities:** Please choose one (1) response from the System Software Application Questionnaire as shown on Page 33 to indicate whether system currently provides/supports each of the following:

	Security (rights and/or password control) at menu level.
	Security (rights and/or password control) at data (field) element level.
	Centralized security for all modules.
	Unique user id/password combination for each user.
	Security based user interface to support revision and modification of an established business process and ability to maintain a version history of the previously established business process.
	Identify and log attempted illegal access at place of occurrence and at system level.
	Self-service for resetting password.
	Automatic expiration of password with prior warning.
	Track, record and timeout illegal attempts at system access.
	Maintain transaction log (audit history with time stamp six (6) digits after second) for any changes (including edits and deletions) for the entire system.
	Maintain a system access (log in/out history by client, server and database locations) with time stamp in seconds.
	Automatic log off when no activity for a set (administrator configured) period of time.
	Maintain/enforce security process to allow appropriate approval before facility/permit's legal name changes due to merger or change of legal ownership.
	Ability to limit access to a minimum of these functions (Inquire, Delete, Add, Update).
	Ability to limit access to a minimum of these levels (Screens, Reports, Applications, Menus, Fields).

**Licensing:** Please choose one (1) response from the System Software Application Questionnaire as shown on Page 33 to indicate whether system provides each of the following:

	Software licenses based on sites.
	Software licenses based on number of users. If license is based on number of concurrent users at one (1) time, please explain the message/notification system advising users when maximum number of user logins is reached.
	Perpetual site license with unlimited access (based on number of agency users). If yes, please provide details.

**Future Releases:** Please provide as much detail as possible.

	Describe how minor updates and revisions to your system are distributed (regular intervals, emergency releases, etc.). Please include details on this process.
	Describe the process by which it is determined what modifications/patches are included in a new revision.

	If DHEC signs an ongoing maintenance agreement, will there still be additional fees for minor updates? For major updates? Please provide cost estimate based on similar agreements with other customers.
	Describe current and future development activities and plans. Include estimated delivery dates.

**DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: **South Carolina Department of Health and Environmental Control (DHEC) 2600 Bull Street, Columbia, SC 29201.**  
[03-3030-1]

**DELIVERY DATE -- PURCHASE ORDER**

All items shall be delivered in accordance with the implementation timeline addressed on page twenty-four (24) after receipt of purchase order.

**INSTALLATION (JAN 2006)**

Contractor shall install all items acquired pursuant to this contract as follows: Cost for installation to be provided for information purposes only as additional services. If DHEC chooses a proposed solution where the application is to be installed on DHEC premises the installation will be at the DHEC location and within the timeline specified on the purchase order. [3-3050-1]

**SERVICE LEVEL AGREEMENT**

Offeror must provide a copy of the standard service level agreement (SLA) associated with their response. The SLA must address both migration and transition deliverables, and ongoing service level commitments. The SLA must include financial incentives/awards provided to DHEC if respondent or provided solution does not meet SLA performance commitments.

**SOFTWARE LICENSE AGREEMENTS**

The highest ranked responsive and responsible offeror must be able to negotiate the EULA within thirty (30) calendar days after the State completes the responsive and responsibility verification. The negotiations of the EULA will be completed before the Intent to Award is issued. Please refer to Attachment A as an example of the SOUTH CAROLINA STANDARD AMENDMENT TO END USER LICENSE AGREEMENTS FOR COMMERCIAL OFF-THE-SHELF SOFTWARE SINGLE AGENCY.

Additionally the State reserves the right to negotiate the service level and software license agreement submitted for review.

**SUPPORT/MAINTENANCE**

Maintenance is required as outlined in the specifications. One (1) year of phone/onsite visits are included as follow up to production implementation.

**TECHNICAL SUPPORT -- INCLUDED (JAN 2006)**

Upon request, contractor shall provide technical assistance or service. Such service shall be available within eight (8) hours by phone and twenty-four (24) hours for onsite support following request. [03-3075-1]

Maintenance must include version upgrades and technical support. Please specify maintenance details.

**TRAINING (JAN 2006)**

Upon request of DHEC, contractor shall provide training within thirty (30) days after notification, at the specified DHEC facility. [03-3080-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:  
[04-4005-1]

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

### CONTENT AND FORMAT OF PROPOSALS

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

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

- A. **Submittal Letter:** Offeror's proposal shall be accompanied by a Submittal Letter clearly identifying the following information and be signed by an individual authorized to sign contracts on behalf of the Offeror and shall include:
1. The individual who is the signatory to contracts and who is responsible for the delivery of contract services.
  2. The email address to send all notices relative to a contract and the name of the individual to who notices should be addressed.
- B. **Executive Summary:** Based on the requirements for information contained in this solicitation, provide a general description of your proposed solution for Data Governance Framework and MDM solution. Please itemize and describe all hardware, software and service components required.
- C. **Detailed Explanation of Proposed System(s) - Technical Proposal/Implementation/Maintenance/Etc.:** Offerors shall submit the required information as outlined under Section III. Scope of Work/Specifications. The proposal should consist of a point by point description as follows:
1. Define how your proposal and product meets each objective defined in Section III via narrative with specific examples.
  2. Provide detailed product capabilities and functionality for software proposed including analytics.
  3. Define how your proposal and product meet each of the System Requirements – Offerors must provide appropriate responses to the questionnaire.
  4. Define how your proposal and product meet each of the Specific System Requirements – Offerors must provide appropriate responses and detailed explanation on their response (as necessary).
  5. For all support services and guarantees offered provide details regarding:
    - a. Maintenance
    - b. Expected response times
    - c. Warranties and Guarantees (functional, performance, and quality of workmanship)
    - d. Standard Service Level Agreement (SLA)
    - e. Provide recommendation hardware configuration and architecture to operate the software. Note: While the recommended hardware configuration and architecture to operate the software is required as a part of this solicitation, the hardware purchase will not be part of this solicitation, but will be purchased from the State of South Carolina Statewide contract.
    - f. Indicate third-party software packages required for services to function correctly (i.e. libraries, data quality, data integration, and security) and should indicate if DHEC, itself or a third party service provider will be responsible for purchasing and maintaining licenses.

- g. Product upgrades and new version releases planned and annual expectations for ongoing upgrades and version release schedules.
  - h. Indicate any source code which will be provided to the agency at the conclusion of the implementation. Define specific code sets and format to be provided.
  - i. Define the "exit" strategy for the agency if at some point the software license agreement is dissolved. Include details on data ownership and migration to a format which will be supplied to the agency.
6. Provide architecture diagram demonstrating installation and integration of all products in an enterprise environment. Should include depiction of where products reside in relation to firewalls, DMZ, and redundant servers/virtualization at the failover site. The diagram should show best industry practices.
  7. Provide Resumes` for proposed consultants including skillset definitions for all key personnel who will deliver consultant services as outlined in this solicitation. Resumes must include at a minimum the individual's name, current and past positions and titles, years of experience, degree information, and the anticipated role in this project. Approval of any consultant change is required by DHEC during the entire project.
  8. The Technical Proposal shall not include any price/cost information. Offeror's are to use Section VIII. Price/Proposal to provide price/cost information. This section is to be submitted separately.
    - a. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal (with no cost noted) so that the Contractor's understanding of the Scope of Work may be evaluated.

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

1. Please see Section V. QUALIFICATION of this solicitation.
2. Corporate Overview
  - a. Offeror Identification and Information  
Provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the Offeror is incorporated or otherwise organized to do business, year in which the Offeror first (1<sup>st</sup>) organized to do business, whether the name and form of organization has changed since first (1<sup>st</sup>) organized, and Federal Employer Identification Number.  
Number of employees
  - b. Change of Ownership  
If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Offeror must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor will require notification to the State of South Carolina ITMO Procurement Manager.
  - c. An overview of your business units/service lines and the products and services offered
  - d. Products, solutions, and intellectual capital that you offer our specific industry, in particular those related to the scope of this RFP.
3. Application Management Overview  
Provide an overview of offeror's application management services capabilities, including:
  - a. The number of years that offeror has provided application management services.
  - b. The number of active clients in the area of application management services.
  - c. Examples of the types of Enterprise Resource Planning (ERP), Modifiable Off The Shelf (MOTS), Customizable Off The Shelf (COTS), and/or MDM applications that offeror currently supports.
  - d. Examples of all technologies offeror currently supports.
  - e. Citations from independent market analysts (Gartner, IDC (International Data Corporation), Forrester, etc.) regarding offeror's ability to deliver application management services.
  - f. Application management services delivery methodology and any related unique tools and accelerators that are offered to customers.
  - g. Quality Assurance: Testing plans, automated testing, test vs. production environments, QA process/methodology.
  - h. Ability to offer different service models (staff augmentation, co-sourcing, full sourcing, etc.).
  - i. Ability to provide related services such as Level one (1) Help Desk support.
  - j. Multiple physical locations and/or contractors, if applicable).
4. Application Management (Government)  
Provide an overview of application management services capabilities, including:

- a. Number of current, past, or on-going governmental clients for which offeror has provided MDM solutions.
    - Examples of business rules, plan review and workflow processes incorporated.
    - Experience with application interface tailored to user type. Include information on development methodology to support multiple user types as well as security based on approved level of access.
    - Number of active users, by type.
    - Examples of mobile and mobile device technologies integrated.
  - b. Percentage of projects successfully implemented on-time, on-budget, on-scope and within expected quality for the last five (5) years.
    - Any pending litigation or projects terminated prior to implementation.
5. Quality and Productivity Overview  
 Provide an overview of offeror's approach to program/delivery quality and how clients benefit from productivity/efficiency gains, including:
- j. Certifications that offeror overall or individual delivery locations possess such as ISO (International Organization for Standardization) and CMMI (Capability Maturity Module Integration).
  - k. How regularly offeror performs internal audits of projects or delivery centers (SAS70 – Statement on Auditing Standards).

Examples of how productivity/efficiency gains are identified and implemented for offeror's application management services clients.

- E. **Risk Mitigation Plan:** Risk mitigation plan should be specific to the potential of a security breach due to faulty system design or system failure due to denial of service to the public for use due to ineffective design or scalability of the system for state wide use.
- F. **Price Proposal:** The Offeror must submit their Price Proposal as a separate document. Offerors shall submit the total of all costs of ownership (line items of pricing – see Section VIII. Bidding Schedule/Price Proposal) to the State including annual maintenance and licenses fees for the potential seven (7) year contract period.
  - 1. Offeror must provide a complete price breakdown of costs per year for an MDM solution and any required third-party services or software packages required for services to function correctly to support DHEC's Data Governance framework and enterprise system domain. Failure to provide a breakdown per year will result in your offer being deemed non-responsive.
  - 2. Business/Cost Proposal shall be provided in Section VIII. Bidding Schedule.
  - 3. Consulting services on a per hour basis after contract award for one (1) year
- G. **Additional Services (for information purposes only):** Identify any additional services that may be offered to the State. These services will not be part of the evaluation but will be for informational purposes only. Additional Services may be part of the contract at the sole discretion of the State. Also, indicate the price or fee, associated with these services, if any (in the business/cost proposal portion).

**INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)**

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

**MINORITY PARTICIPATION (JAN 2006)**

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>  
[04-4015-1]

## **SUBMITTING REDACTED OFFERS (DHEC – Feb 2011)**

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. 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 electronic media. (See clause entitled "Electronic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

## **V. QUALIFICATIONS**

### **QUALIFICATION OF OFFEROR (JAN 2006)**

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

## **QUALIFICATIONS -- MANDATORY MINIMUM (JAN 2006)**

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications: **Offeror must have a minimum of five (5) years' experience providing similar services and deliverables for government or private entities.**

(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

[05-5010-1]

## **QUALIFICATIONS -- REQUIRED INFORMATION (JAN 2006)**

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

(a) Include a brief history of the offeror's experience in providing work of similar size and scope.

(b) Your most current financial statement, financial statements for your last two (2) fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]

(c) A detailed, narrative statement listing the five (5) most recent, comparable contracts (including contact information) to include two (2) state examples which you have performed and the general history and experience of your organization. No more than two (2) pages should be used per project described. Provide references for those projects to include: Contact name, Job Title, Governmental Entity or Business, Address, Phone Number, Current e-mail Address.

(d) A list of every business for which offeror has performed, at any time during the past three (3) year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.

(e) List of failed projects, suspensions, debarments, and significant litigation.

[05-5015-1]

1. Multiple installations of MDM solution (in use) by government agencies. Please list.
2. Ability to demonstrate data mapping and enterprise architecture capabilities, analytic capabilities, data migration, and data feed components.
3. Ability to demonstrate data validation and initial data cleansing, data profiles, standardization, monitoring, verifications, and executive dashboards.
4. Implementation of data governance framework throughout the entire organization.
5. The Offeror must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.
6. Offeror must provide a complete list of any lawsuits or pending legal actions, which affect or may affect the Offeror, which have taken place during the past twenty-four (24) months. The list should include any lawsuits where the Offeror may not be a party, but Offeror is aware that a discovery request or an issue in the lawsuit involves the e-permitting solution being proposed to DHEC under this solicitation. The list should include the status and the disposition of the action.

Offeror shall identify if it is or has ever been suspended/debarred from doing business with the Federal Government or any other governmental entity.

7. The Procurement Officer may, in his discretion, consider one (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or two (2) any subcontractor proposed by offeror.
8. Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.
9. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## **SUBCONTRACTOR -- IDENTIFICATION**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security," 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.

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- PROPOSALS (JAN 2006)**

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

### **AWARD TO ONE OFFEROR (JAN 2006)**

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

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

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

Two (2) sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase One (I) set of criteria indicated below which does not include the demonstration of product capability. Responsive Offerors with a mathematical possibility of being the highest ranked Offeror, after Phase one (I) evaluations will be required to give a live or remote demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations will be evaluated against the Phase Two (II) set of criteria indicated below. The Phase Two (II) Demonstration of Product Technical Capability includes the demonstration only.

#### **PHASE ONE (I)**

Technical Proposal \_\_\_\_\_ Total possible points (25)

Response in proposal to detailed scope of work for this project regarding the quality of the technical approach that the Offeror's plans to use in order to successfully complete the inflow and model development. The greater the degree of technical excellence and appropriateness of plans and proposed solutions in the given proposal, the more advantageous to the State.

Qualifications and Related Experience \_\_\_\_\_ Total possible points (25)

The Offeror's qualifications, experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size of scope. See Section III

Business/Cost Proposal \_\_\_\_\_ Total possible points (20)

The Offeror must submit their Business/Cost Proposal as a separate document. Offeror's shall submit the total of all costs of ownership (line items of pricing see Section VIII. Bidding Schedule/Business-Cost Proposal) to the State including annual

maintenance and licenses fees for the potential seven (7) year contract period.

- a. Offeror must provide a complete price breakdown of costs per year for an MDM solution to support DHEC's Data Governance framework and initiatives. Failure to provide a breakdown per year will result in your offer being deemed non-responsive.
- b. Business/Cost Proposal shall be provided in Section VIII. Bidding Schedule
- c. Consulting services cost for one (1) year, analysis and implementation

Schedule/Timeline/Work Plan

Total possible points (10)

The proposed work schedule will be evaluated to ensure that the work will be done in a timely manner. It is relevant to consider whether the Offeror has the appropriate number of staff committed to the project, including subcontractors, if specified in the work schedule. Once a contract is awarded the Contractor must be in a position to begin work immediately and move quickly towards completion of the authorized work. Total potential for Phase 1 = 80 Points

**PHASE TWO (II)**

Demonstration and Review Total possible points (20) Responsive and responsible Offerors with a mathematical possibility of being the highest ranked Offeror, after Phase one (I) evaluations will be required to give a live or remote demonstration of their proposal to clarify or verify the contents and the representations made therein. Offerors will be required to demonstrate to the State their proposed software to ensure the specifications are met.

- a. The activities of the Offeror should be limited to a demonstration of the software proposed and described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offeror will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Items that are value added and not part of the base proposal (including custom programming) must be included as such at every point that the product or feature is used, whether that use is directly in use or it supports the processes that the software is performing. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.
- b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
- c. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed software.
- d. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- e. The demonstration script outlined in appendix A will be used to assist DHEC in reviewing your response and to gauge how well your solution may meet our organizational goals and objectives. Please prepare to present, live or remotely, information on the items listed on the demonstration script appendix A. The time allotted for the demonstration shall not exceed three and a half (3.5) hours, which includes the presentation and further clarifications/questions and answers. 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 response.
- f. In an effort to ensure that we cover all key factors necessary to complete our selection process, we ask that you complete the entire demonstration script before demonstrating other optional features. If there is a portion of the demonstration script which your software does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration script could result in receiving a fail score.
- g. Offeror will present their demonstration in REAL TIME. The offeror will be required to supply all components required in order to perform the demonstration if it is onsite. DHEC will provide and ensure internet connectivity and projection screen. If the demonstration is done remotely, it can be viewed on DHEC PC's.

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

DEMONSTRATION SCRIPT The offeror demonstration script is outlined in Appendix

A. Total potential points for Phase 2 = 20 Points  
Total potential for Phase 1 and 2 = 100 Points

[06-6065-1]

## **UNIT PRICE GOVERNS (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT (JAN 2006)**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

### **BANKRUPTCY (JAN 2006)**

(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 five (5) 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. [07-7A005-1]

### **CHOICE-OF-LAW (JAN 2006)**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the

payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day  
[07-7A020-1]

#### **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

#### **EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

#### **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

#### **FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

#### **NON-INDEMNIFICATION (JAN 2006)**

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

#### **NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

#### **PAYMENT and INTEREST (MAY 2011)**

(a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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. (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. [07-7A055-2]

### **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]

### **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]

### **SETOFF (JAN 2006)**

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

### **SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

### **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing

authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

### **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

### **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (JAN 2006)**

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

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

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

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.  
[07-7B025-1]

### **CISG (JAN 2006)**

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

### **COMPLIANCE WITH LAWS (JAN 2006)**

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

### **CONFERENCE – PRE-PERFORMANCE (JAN 2006)**

Unless waived by the Procurement Officer, pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

### **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]

### **CONTRACTOR'S LIABILITY INSURANCE (MAR 2013)**

(a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

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

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

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

(b) 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.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

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

[07-7B056-1]

### **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]

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

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

### **DEFAULT (JAN 2006)**

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

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

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

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

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

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement

Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

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

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

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

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

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

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

[07-7B075-1]

### **ESCROW FOR SOURCE CODE (applies to both proprietary software and customized software)**

In the event the contractor, subcontractor, and/or remarketer at any point during the continued installation and operation of the equipment herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software, at no expense to the state. In the event of, but not until, non-support by the contractor and/or any of its sources/subcontractors, the source code must be made available for software. Non-support will not be declared so long as support sufficient to fully maintain the product is provided. Additionally, the contractor must have in place an agreement(s) with any source/subcontractor providing software to the contractor, in the event of non-support by its source/subcontractor, which satisfies this requirement.

In the event that the contractor is a "remarketer" of the software described herein, and the contractor is unable or unwilling, for any reason, to provide continuing support for the software, the state will have the right to deal directly with the subcontractor/source or supplier of the software without penalty or interference from the contractor. Further, any additional cost to the state arising as a result of the circumstances described pursuant to this provision shall be borne by the contractor. For the effective term of this contract, contractor will provide to a mutually agreed upon escrow agent the two (2) most recent versions on magnetic media of product software (hereinafter licensed software). The media will contain a minimum of four

(4) seals and, additionally, will be placed in a sealed package. The copy shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract that will result from this RFP, or of any major update, non-customized enhancement, version or release of said licensed software such that the source code in escrow is always for the two (2) most current versions of the licensed software. The state is strictly prohibited from removing the seal or using the source code unless the following conditions occur and after thirty (30) days' written notice thereof is given by the state to contractor at its last known address and no remedy or cure by contractor has occurred with thirty (30) days of receipt of proper notice; provided, however, that if contractor is in good faith attempting to cure the condition, the state may refrain from exercising its option at state's sole discretion.

The seal may be broken and source code thus accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations; or
- c. In accordance with the inspection provisions contained here below.

Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

Upon fourteen (14) days' written notice to contractor, the state may verify the contents of the source code media in the presence of a representative of contractor. In the event said media does not contain a valid copy of the licensed software source code(s), contractor will provide, within five (5) days thereafter, a valid copy of the source code and demonstrate, prior to sealing said media that said media is a true copy thereof. Contractor will also pay all expenses associated with the inspection of the source code media by the state, its agents, or other representatives.

Upon fourteen (14) days' written notice to the state, contractor shall have the right to inspect, at its expense, the envelope containing the source code(s) media. If it is determined that the outer protective seal has been intentionally broken and any of the internal seals have been removed for whatever reason, under conditions contrary to any paragraphs above, the state will be deemed to have breached the terms and conditions of this contract between the parties, and contractor may pursue appropriate remedies.

With regards to proprietary software, the state agrees that, irrespective of the reason for its use of the source code(s), such code is strictly confidential and may be disclosed only to agents and employees of the state who shall be advised of these provisions and who shall agree to execute non-disclosure contracts if requested. The state may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns.

Within fourteen (14) days of the escrow agent's receipt of any new media, as defined in the first (1st) paragraph of the sections above, of the source code (which is to be provided by contractor concurrently with the forwarding of new media of the licensed software), the state agrees to return to contractor unopened, and seal intact, the preceding source code(s) media by registered mail or other means guaranteeing receipt and postage prepaid. In the event that the state fails to return these media, contractor will notify the state in writing. The state agrees that failure to return these media in a timely manner after receipt of such notice, except due to circumstances beyond the state's control, will constitute breach of this contract between the parties, and contractor may seek appropriate remedies under said contract.

#### **ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)**

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

#### **ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)**

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

## **ILLEGAL IMMIGRATION (NOV. 2008)**

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

## **INDEMNIFICATION**

The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's proposal.

## **INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011)**

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

## **INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION**

Without limitation, Contractor shall defend and hold harmless the State from 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 arise out of in connection with a disclosure of government information (as defined in the clause titled Information Security) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, if the act or omission constituted a failure to perform some obligation imposed by the contract. Contractor shall be given timely written notice of any suit or claim. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

## INFORMATION SECURITY

(a) *Definitions.* 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.

**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. This 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 (i) information provided by or generated for the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the work. Without limiting the foregoing, government information includes (a) any information that Contractor acquires or accesses by software or web-based services, and (b) 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.

**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.

**Public information** means any information, regardless of form or format, that the State intentionally discloses, disseminates, or makes available to the public.

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

**Software** means any computer program acquired, accessed, or used by the government or a third party pursuant to or as a result of this contract.

**Unrestricted information** means (1) public information, (2) information acquired by Contractor prior to contract formation, (3) information incidental to 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.

**Voice** means all oral information regardless of transmission protocol.

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the government or a third party pursuant to or as a result of this contract.

(b) *Safeguarding requirements and procedures.* The 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](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).

(6) Intrusion protection. Provide at a minimum the following protections against computer intrusions and data 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, servicepacks, 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.
- (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may involve government information residing in or transiting through the subcontractor's information system.
- (d) *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.

## INFORMATION SECURITY – DATA LOCATION

Contractor is prohibited from accessing, processing, transmitting, or storing government information, as defined in the clause titled Information Security, outside the continental United States. This obligation is a material requirement of this contract.

## INFORMATION USE AND DISCLOSURE

Citizens should not be required unnecessarily 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 provide the services; 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.

(a) *Definitions*. The definitions of the following terms are incorporated by reference from the clause titled Information Security: “**compromise**,” “**government information**,” “**information**,” “**public information**,” “**software**,” “**unrestricted information**,” and “**web-based service**.” Additionally, as used in this section, “**third party**” means any person or entity other than the using governmental unit, the Contractor, or any subcontractors at any tier.

(b) *Legal mandates*. Notwithstanding anything to the contrary, Contractor shall be permitted to use, disclose, or retain government information but only to the limited extent necessary to comply with any requirement imposed by law, rule, regulation, or direction of law enforcement. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with either a law or direction of law enforcement, 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 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 limitations and restrictions of this clause on, any other person or entity that contractor authorizes to take action related to government information. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may involve 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) disclose government information to persons having a need-to-know (e.g., subcontractors); and (ii) use (including access, process, transmit, and store) and maintain the government information itself. Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice regarding 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 return all government information in its possession to using governmental unit 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, Contractor shall comply with its own privacy policies and written privacy statements relevant to the work. Without limiting any other legal or contractual obligations, Contractor shall comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause entitled Information Use and Disclosure – Standards.

(h) *Safeguarding Information*. Without limiting any other legal or contractual obligations, Contractor agrees to 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. Upon request by using governmental unit, Contractor shall confirm Contractor's compliance with this section in writing signed by Contractor's most senior executive responsible for information technology security.

(i) *Actions Following Disclosure.* Immediately upon learning of a compromise or improper use of government information (hereinafter "discovery"), 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 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. If a compromise or improper use is caused in whole or in part by the act or omission of Contractor, its employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts Contractor may be liable, that is not in accordance with the terms of this contract or applicable law, Contractor shall: (1) provide any legally required notification to third parties affected by a compromise if legally required to be provided to such parties by Contractor, and if not (e.g., if required of using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay 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; and (3) pay any related fines or penalties imposed on the using governmental unit by a government authority.

(j) *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.

## **INFORMATION USE AND DISCLOSURE – STANDARDS**

*Cross-reference clause titled "Information Use And Disclosure."*

To the extent applicable:

(a) 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.

(b) The South Carolina Family Privacy Protection Act of 2002, as codified in Chapter 2 of Title 30 of the South Carolina Code of Laws, as amended.

(c) The Identity Theft Reimbursement Fund, 2013 Act No. 101, § 97.12, 2013 S.C. Acts 503. .

## **INTELLECTUAL PROPERTY INFRINGEMENT (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. [07-7B105-1]

## **LIABILITY FOR DAMAGES**

CONTRACTOR will not be liable for any damages resulting from loss of data or use, lost profits, or any incidental or consequential damages unless said damages are the result of the CONTRACTOR'S negligence or willful misconduct.

The State will not be liable for any damages to the CONTRACTOR resulting from loss of data or use, lost profits, or any incidental or consequential damages unless said damages are the result of the State's gross negligence or willful misconduct.

CONTRACTOR will be liable for damages resulting from personal injury or property damage caused by CONTRACTOR'S negligence or intentional harm.

## **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]

## **MAINTENANCE CONTRACT**

In addition to the contract that will be awarded for the purchase of software and/or services as a result of this solicitation, a separate contract may be awarded for maintenance of the purchased software and/or services. This will be a one (1) year contract with a maximum for five (5) additional one (1) year renewals not to exceed a total of six (6) years from the effective date of the contract. This maintenance contract is optional and DHEC must notify the contractor of its intention to exercise this option prior to the expiration of the warranty period which accompanied the purchase of the software and/or services. The effective date for the maintenance contract will coincide with the expiration of the warranty period for the purchased software and/or services if DHEC exercises the maintenance option. If DHEC does not notify the contractor of its intention to exercise this option prior to the end of the warranty period, this maintenance contract is null and void.

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

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

## **OFFSHORE CONTRACTING PROHIBITED**

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.

## **OWNERSHIP OF DATA and MATERIALS**

All information, except unrestricted information, either furnished by or prepared for the State pursuant to this contract shall belong exclusively to the State.

## **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]

#### **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]

#### **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov)

[07-7B170-1]

#### **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

#### **PRIVACY -- WEB SERVICES (JAN 2006)**

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]

## **RELATIONSHIP OF THE PARTIES (JAN 2006)**

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

## **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

The Contractor must demonstrate that programs, policies and procedures are in place to securely collect, manage, store, process and access all government information (as defined in the clause titled "Information Security") that is collected or created as a result of the Contractor's performance of the work. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to data security, usage and privacy, Offerors must provide a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation.

## **SERVICE PROVIDER SECURITY REPRESENTATION**

Offeror (i) warrants that the work will be performed, and any computerized infrastructure containing government information (as defined in the clause titled "Information Security") will be 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 that any material deficiency in operations from those as described in the Response to SPSAQ will be deemed a material breach of the contract.

## **SHIPPING / RISK OF LOSS (JAN 2006)**

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

## **SOFTWARE LICENSING AGREEMENTS FOR SINGLE SOLICITATION**

- (a) Definitions. As used in this paragraph, these terms are defined as follows: "Software" means any computer program or computer database which you have, or should have, identified in your offer pursuant to this clause. "Software publisher" means an entity that owns the intellectual property rights for an item of software. "Software licensing agreement" means any agreement, regardless of how designated, pertaining to the intellectual property rights for or the right to use any Software, including but not limited to, any such agreement proposed prior to or after award, including without limitation any such agreement that either is affixed to (e.g., shrink wrap), imbedded in (e.g., click wrap), or in any way accompanies the Software upon delivery.
- (b) Licensing Agreements. If your offer involves the licensing of software by the state, your offer should identify each item of software you propose to provide, identify the software publisher for that software, and explain whether you propose to (i) license the software directly, (ii) sublicense the software, or (iii) resell software licensed directly by a third party. Regardless of your licensing model, for each item of software identified, please submit with your proposal all licensing agreements applicable to that software. In order to be binding, software licensing agreements must be separately executed prior to award regardless of whether the license is acquired through you or a third party. Notwithstanding the foregoing, your offer must include pricing terms for every item of software identified and those terms will form part of the contract resulting from this solicitation.
- (c) Contract Documents. Notwithstanding the clause entitled "Contract Documents and Order of Precedence" but consistent with paragraph (a) above, any contract arising out of this solicitation shall include all software licensing agreements.

## **SOFTWARE LICENSES**

Contractor hereby grants SCDHEC a non-exclusive, fully paid, irrevocable, and perpetual license to reproduce and use the Software for the purposes described in this Contract, and to modify the Software as needed to meet its needs for the purposes described in this Contract, whether or not Contractor is the original developer of the Software, and in the System as a whole. If any part of the Software is owned by a third-party vendor, Contractor warrants it can and will pass through all applicable warranties and indemnifications to SCDHEC as if SCDHEC were the direct buyer. For purposes of this Contract, the Software

includes all computer software supplied by the Contractor, including modifications made by Contractor and all source code required to be deposited in escrow, and all documentation used to describe, maintain, and use the Software (the "Documentation"). Title to the Software will remain with the Contractor, excluding modifications made by SCDHEC under this Contract. Any modifications to the Software made by SCDHEC will not affect Contractor's title to the underlying Software. SCDHEC will have title to all tangible personal property, including title to the medium or media of delivery of the Software upon delivery. The licensing agreement(s) and the service level agreement(s) that are negotiated prior to SCDHEC issuing its intent to award will control in lieu of any such agreement accompanying the Software or existing on a website and will remain in effect during the entire term of the Contract. SCDHEC will continue to own the license acquired hereunder in perpetuity, whether or not it purchases maintenance or other support. Nothing in this Contract restricts SCDHEC's rights to reproduce, modify, or otherwise use any non-proprietary portion of the Software.

Contractor may designate source code for the Software in whole or in part as a trade secret of the Contractor. SCDHEC agrees to take reasonable precautions to protect the trade secret nature of any source code so designated and to prevent its disclosure to unauthorized personnel. **(SCDHEC WILL OWN THE RIGHTS TO UTILIZE AND WILL BE PROVIDED A FULL COPY OF THE CODE WRITTEN AND DELIVERED PER THE TERMS OF THIS CONTRACT UNLESS SUCH CODE IS A COMPONENT OF A COMMERCIALY AVAILABLE PRODUCT SET WHICH IS LICENSED DIRECTLY FROM THE MANUFACTURER (ORACLE, MICROSOFT, ETC.)**

The license herein granted cannot be transferred, assigned, or made available by SCDHEC for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with SCDHEC without the prior expressed written consent of the Contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

If the Contractor at any point during the continued installation and operation of the Software discontinues the conduct of business or for any other reason fails to continue to support the Software, Contractor shall provide SCDHEC a copy of the source code for the Software and Documentation within thirty (30) days at no expense to SCDHEC, either directly or through the escrow agent designated below. Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

Throughout the effective term of this Contract, Contractor will provide, to an agreed upon escrow agent in the United States, the source code for the most recent version of the Software on common, readily accessible and readable media, with Documentation and contact information for each programmer involved in creation of the Software (collectively the "Deposit Material"). The Deposit Material shall be deposited into the escrow account within fifteen (15) days of the effective date of the Contract, or of any update, upgrade, patch, bug fix, enhancement, new version or other revision or release of the Software or Documentation. Contractor and SCDHEC will agree on an escrow agent and the terms and conditions of a 3-Party Escrow Agreement before SCDHEC issues the intent to award.

The Escrow Agreement will require the escrow agent to release the Deposit Material to SCDHEC only upon the following conditions:

- a. Contractor fails to provide software maintenance or support, patches, bug fixes, upgrades, updates, or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

Release of the Deposit Material shall not transfer title to SCDHEC. SCDHEC may continue to use the Software pursuant to the Software License granted in this section.

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

The effective date of this contract is the first (1<sup>st</sup>) day of the Maximum Contract Period as specified on the final statement of

award. The initial term of this agreement is one (1) years, zero (0) months, zero (0) days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

### **TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)**

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(s), zero (0) month(s), and zero (0) day(s), 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. [07-7B245-1]

### **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

### **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a 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]

#### **WARRANTY -- STANDARD (JAN 2006)**

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

#### **YEAR 2000 WARRANTY (JAN 2006)**

Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]

### **VII. TERMS AND CONDITIONS – C. DHEC’S SPECIAL CLAUSES**

#### **BUSINESS ASSOCIATE AGREEMENT CLAUSE**

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

#### **DHEC’s CONFIDENTIALITY POLICY (DHEC – MAR 2014)**

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

- (a) Contractor will not:
  - (i) access, view, use, or disclose confidential information without written authorization from DHEC, unless required to perform its responsibilities under this contract or required by law (as determined by a court or other governmental body with authority);
  - (ii) discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
  - (iii) make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
- (b) If contractor discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, contractor must document the disclosure and make the documentation and authorization available for DHEC inspection and audit. Contractor will direct any request it receives for confidential information obtained through performance of services under this contract, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt.
- (c) Contractor must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Contractor must ensure that any

release of confidential information is limited to the minimum necessary to meet its obligations under this agreement and applicable law. If contractor will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), DHEC may require the contractor to sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854, attached) and protect PHI in compliance with the referenced HIPAA laws.

- (d) Unauthorized use or disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, damages, civil suit, or debarment from doing business with the State. The contractor must immediately notify the DHEC Compliance Officer and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this contract.
- (e) The obligations of this provision shall survive termination, cancellation, or expiration of the contract.

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

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

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

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

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

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

## VIII. PRICE PROPOSAL

### PHASE ONE (I) – POLICY, PROCESS, AND INVENTORY DEFINITION.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	1	EACH		
<b>Product Catg.:</b> 91832 - Consulting Services				
<b>Item Description:</b> Develop an Agency Data Governance and Management Policy				
<b>Tendering Text:</b> The analysis and the documentation to be delivered should be bid as a fixed price deliverable inclusive of travel and Requirements Traceability Matrix preparation. Price should be inclusive of any travel expenses. Invoicing should be done monthly for completed/accepted sessions. The SCDHEC reserves the right to cancel the remaining contract items upon unsatisfactory performance in this phase one task.				

### PHASE TWO (II) – SYSTEM IMPLEMENTATION

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	1	EACH		
<b>Product Catg.:</b> MDM Solution Software including Analytics				
<b>Item Description:</b> MDM software product(s) including analytics with licensing for DHEC users.				
<b>Tendering Text:</b> Offeror must provide a complete price breakdown of costs for an MDM software solution to support DHEC's Data Governance Framework. Failure to provide a breakdown will result in your offer being deemed non-responsive. This line item should reflect the total costs for the initial software purchase. For purposes of the unit price, assume DHEC agency wide use of the product set. (500 primary users with up to 1000 secondary (read only) users.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	1	EACH		
<b>Product Catg.:</b> 91832 - Consulting Services				
<b>Item Description:</b> System Implementation and Configuration				
<b>Tendering Text:</b> Implementation of the MDM tool with the current enterprise shared data portfolio on DHEC's internal infrastructure. Configuration of the MDM tool Analytics for Shared DHEC data. Invoicing should be done monthly for completed/accepted sessions. The SCDHEC reserves the right to cancel the remaining contract items upon unsatisfactory performance in this phase one task.				

### PHASE THREE (III) – POST IMPLEMENTATION SUPPORT

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	1	EACH		
<b>Product Catg.:</b> 92045 – Training				
<b>Item Description:</b> Training courses provided on-site for end user(s).				
<b>Tendering Text:</b> Offeror must provide a complete price breakdown of costs associated with on-site training for end users. Price should be inclusive of any travel expenses.				

**PHASE FOUR (IV) –SYSTEM MAINTENANCE AND SUPPORT**

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	6.000	Year		
<b>Product Catg.:</b> 92045 - Software Maintenance for one (1) year.				
<b>Item Description:</b> Software maintenance for MDM software system.				
<b>Tendering Text:</b> Offeror must provide a complete price breakdown of costs associated with annual software maintenance which will apply to years 2 through 7 of the contract.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	20	Days		
<b>Product Catg.:</b> 92045 - Software Maintenance/Support onsite visit for upgrades and other services as needed				
<b>Item Description:</b> MDM onsite support as requested by DHEC during the life of the contract. Provide daily rate.				
<b>Tendering Text:</b> Offeror must provide a daily rate for onsite visits if required. For the purposes of evaluation for this solicitation, calculations will be made using an estimate of 20 days during the life of the contract. Actual number of days used to be based on actual need. Reimbursement for travel expenses will be made in accordance with rates and regulations established for State employee travel and in accordance with guidelines established by the State.				

**PRICE PROPOSAL (JAN 2006)**

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

**IX. ATTACHMENTS TO SOLICITATION**

**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING  
APPENDIX A - DEMONSTRATION SCRIPT**



## NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING"  
FORM (FORM NUMBER I-312) LOCATED AT:  
<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

Appendix A  
Demonstration Script

**South Carolina Department of Health & Environmental Control  
Offeror Demonstration Script for MDM tool**

**Company Name:** \_\_\_\_\_

1. Welcome & Opening from DHEC (5 minutes)
2. Company Overview (10 minutes)
3. System Overview For each task listed below, please demonstrate the following (50 minutes)
  - a. General Analytics capabilities
  - b. Data Mapping and enterprise architecture capabilities
  - c. User interface components and design
  - d. Data migration/data feed components including update capabilities
  - e. How the tool supports ongoing data validation and initial data cleansing
  - f. How the tool provides data profiles, standardizes, monitors and verifies data
4. Scenarios (50 minutes)
  - a. Demonstrate via a scenario both the customer and technical interface components for the data types identified on Figure 1, p. 20 of this solicitation
  - b. Provide examples of similar implementations delivered by your company which are included in your reference set
  - c. Demonstrate a "before" and "after" example for data cleansing
  - d. Demonstrate how a dashboard is configured for executive use
  - e. Demonstrate how data feeds for ongoing operation will be configured and maintained including several data source types (i.e. SQL and Oracle)
5. Analytics capabilities (50 minutes)
  - a. Demonstrate building models with a drag-and-drop interface
  - b. Demonstrate analytics for variance, categorical data analysis, multivariate analysis, cluster analysis, and mixed-models analysis
  - c. Demonstrate analytics for rule models and how to test them against validation samples
  - d. Demonstrate any capabilities for adding linguistic rules and analytical modeling for data mining
  - e. Demonstrate analytic capabilities to create, manage, deploy, monitor and operationalize analytical models
6. If time permits, demonstrate any additional features or offerings that were not part of script above, but were included in the written response (no more than 15 minutes)
7. Questions & Answers (up to 30 minutes)
8. Adjournment



- k. Required By Law "Required By Law" shall have the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR §164.103, and any additional requirements created under HITECH.
- l. Secretary "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services or his/her designee.
- m. Security Incident "Security Incident" shall have the meaning given in 45 CFR §164.304.
- n. Security Standards "Security Standards" shall mean the Standards for the Protection of Electronic Protected Health Information that are codified at 45 CFR Part 160 and Part 164, Subparts A and C, and any other applicable provision of HIPAA, or amendments thereto, including HITECH.
- o. Unsecured PHI "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in Section 13402 of HITECH.
- p. "Use" or "Uses" shall have the meaning given in 45 CFR §160.103.

### **III. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE**

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

### **IV. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI**

- a. Business Associate shall comply with the Confidentiality provision contained in Contract # [REDACTED] and any Confidentiality Agreement signed by the Business Associate pursuant to that Contract for so long as this BA Agreement remains in effect.
- b. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate will not use PHI in any manner that would constitute a violation of the Privacy Rule, Security Standards, HIPAA, or HITECH if so used by Covered Entity.
- c. Business Associate shall develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of PHI or EPHI other than as provided by this Agreement, and shall implement administrative, physical, and technical safeguards to comply with the Security Standards as required by 45 CFR Sections 164.308, 164.310, 164.312 and 164.316 in order to protect the confidentiality, integrity, and availability of EPHI or PHI that Business Associate creates, receives, maintains, or transmits, to the same extent as if Business Associate were a Covered Entity, pursuant to HITECH Section 13401, 42 U.S.C. § 17931. These safeguards are required regardless of the mechanism used to transmit the information.
- d. Business Associate shall adopt the effective and appropriate technical safeguards and technology and methodology standards provided in any guidance issued by the Secretary pursuant to HITECH Sections 13401-13402, 42 U.S.C. §§ 17931-17932.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or of a Breach of Unsecured PHI, pursuant to 45 CFR § 164.530(f) and HITECH § 13402.
- f. Business Associate shall notify Covered Entity by the most expedient manner within one (1) business day of any use or disclosure of PHI or EPHI not authorized by this Agreement or in violation of any applicable federal or state laws or regulations of which Business Associate becomes aware, or of any suspected or actual Security Incident or Breach, unless delayed in accordance with 45 CFR §164.412. Business Associate shall notify Covered Entity immediately upon the law enforcement delay being lifted.
- g. In addition to the notification required by IV.f, Business Associate will provide written notification of a Breach of Unsecured PHI to Covered Entity without unreasonable delay and in no event later than five (5) calendar days after discovery of the Breach. A Breach of Unsecured PHI shall be treated as discovered by the Business Associate as of the first (1<sup>st</sup>) day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Notification of a Breach of Unsecured PHI required by this paragraph shall comply with HITECH Section 13402, 42 U.S.C. § 17932, and 45 CFR § 164.410. The Breach notice shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the Breach. Business Associate shall provide Covered Entity with the following information at the time of the Breach notification or promptly thereafter as soon as information becomes available:
  1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known, and the nature of the non-permitted use or disclosure;
  2. A description of the unsecured PHI that was involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  3. Who made the non-permitted use or disclosure;
  4. Who received the non-permitted use or disclosure;
  5. Any steps individuals should take to protect themselves from potential harm resulting from the Breach; and
  6. What Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further breaches.

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

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

**V. DUTIES OF COVERED ENTITY**

- a. If applicable, Covered Entity shall provide the Business Associate with a copy of its policies and procedures implementing the Privacy Rule, including the Notice of Privacy Practices.
- b. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use

or disclosure of PHI, within a reasonable period of time after Covered Entity becomes aware of such changes to or revocation of permission.

- d. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 CFR § 164.522 and HITECH § 13405(a), 42 USC § 17935(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- e. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**VI. TERM AND TERMINATION**

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

- d. Continuing Privacy Obligation Business Associate's obligation to protect the privacy of PHI is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Business Associate and Covered Entity.

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

**VIII. MISCELLANEOUS**

- a. Regulatory References A reference in this Agreement to a section in the Privacy Rule or the Security Standards means the section as in effect or as amended.
- b. Amendment The Parties agree to take such action as is necessary to amend this Agreement to comply with the requirements of the Privacy Rule, the Security Standards, HIPAA, HITECH, or any other state or federal law affecting this Agreement. If a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HITECH or its regulations, such Party shall notify the other Party in writing. For a period of thirty (30) days, the Parties shall address such concern in good faith and amend the terms of the Agreement if necessary to bring it into compliance. If, after such thirty (30) day period, the Agreement fails to comply with HIPAA, the Privacy Rule, the Security Standards or HITECH, then either Party has the right to terminate upon written notice to the other Party.
- c. Survival The respective rights and obligations of Business Associate under Section VI.c and VI.d of this Agreement shall survive termination of this Agreement.
- d. Interpretation Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Standards.
- e. All notices pursuant to this Agreement must be given in writing and shall be effective when received if hand-delivered or upon dispatch if sent by reputable overnight delivery service, facsimile, or U.S. Mail to the appropriate address or facsimile number. Notification of any unauthorized use or disclosure of PHI or of a Breach of Unsecured PHI under paragraphs IV.f and IV.g shall be made to the DHEC Privacy Officer at 2600 Bull Street, Columbia, SC 29201, 803-898-0707 (phone), 803-898-0476 (fax).
- f. Business Associate and Covered Entity agree that Individuals who are the subject of PHI are not third-party beneficiaries of this Agreement.
- g. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and HITECH and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate

will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of any amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA and HITECH or other applicable laws. Covered Entity may terminate this Agreement and Contract # \_\_\_\_\_ upon thirty (30) days written notice if (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and HITECH.

- h. If any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- i. This Agreement may not be amended, altered, or modified except by written agreement signed by Business Associate and Covered Entity.
- j. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- k. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- l. Neither Covered Entity nor Business Associate shall use the names or trademarks of the other party or of any of the respective party's affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated.
- m. All references to specific statutes, codes, or regulations shall be deemed to be references to those statutes, codes or regulations as they may be amended from time to time.
- n. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this or another agreement between the parties.

<p>AS TO DHEC</p> <p>BY: _____          (Director, Deputy Director, Region Public Health Director,          Region Administrator, Procurement Manager)</p> <p>DATE: _____</p>	<p>AS TO THE CONTRACTING PARTY</p> <p>BY: _____          (NAME)</p> <p>Its: _____          (TITLE)</p> <p>DATE: _____</p> <p>MAILING ADDRESS:          _____          _____</p>
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