



# State of South Carolina

## Request for Proposal

Solicitation: 5400013839  
 Date Issued: 7/28/2017  
 Procurement Officer: Michael Dalton  
 Phone: 803-737-4994  
 E-Mail Address: mdalton@mmo.sc.gov  
 Mailing Address: SFAA, Div. of Procurement Services, ITMO  
 1201 Main Street, Suite 601  
 Columbia SC 29201

DESCRIPTION: **DHEC WIC Quality Assurance**

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

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

SUBMIT OFFER BY (Opening Date/Time): **10/26/2017 11:00am EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **8/17/2017 3:00pm EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **See page 3**

CONFERENCE TYPE: **Pre-Proposal Conference**  
 DATE & TIME: **8/15/2017 2:00 PM EST**  
 (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **SFAA, Div. of Procurement Services**  
**MMO Conference Room**  
**1201 Main Street, Suite 601**  
**Columbia, SC 29021**

### AWARD & AMENDMENTS

Award will be posted on **12/18/2017**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

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

### NAME OF OFFEROR

(full legal name of business submitting the offer)

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

### AUTHORIZED SIGNATURE

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

### DATE SIGNED

### TITLE

(business title of person signing above)

### STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

### PRINTED NAME

(printed name of person signing above)

### STATE OF INCORPORATION

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

### OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

Sole Proprietorship       Partnership       Other \_\_\_\_\_

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

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

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

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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\_\_\_\_\_ In-State Office Address same as Home Office Address    \_\_\_\_\_ In-State Office Address same as Notice Address    **(check only one)**

End of PAGE TWO

## 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/>. If you registered as a vendor prior to November 5, 2007, you must either update your existing registration or create a new vendor registration in the new version of the SCEIS system. Once the registration process is complete, the system will generate a SCEIS vendor user ID and password. The Offeror must keep this information current or you will not be able to submit future bids.

### OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

SCEIS Help Desk (803) 896-0001 Select Option 1 then Option 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.phtm>

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### NUMBER OF COPIES

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

1. The original 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 online system. These documents can be attached under the “**Notes and Attachments**” tab in the SCEIS online system.
3. In addition to the offer you submit on-line, the Offeror “**MUST**” submit **one (1) Paper Copy** of your **complete** Proposal response.
  - a. Each proposal should be two (2) separate binders; **one will be labeled “Technical Proposal” and the other will be labeled “Business Proposal.”**
  - b. Please ensure the Business Proposal is in a *separate* binder from the Technical Proposal and there are two (2) binders total submitted as paper copies.
  - c. Each offeror “**MUST**” submit **(1) Redacted copy** of the Proposal of both the Technical and Business/Cost Proposal on a **USB drive**.
  - d. In accordance with clause title “Submitting Redacted Offers (Feb 2007) located in Section IV of this RFP, one (1) redacted copy (see Page 29 Submitting Redacted Offers) of both technical and price proposal.
4. **Submit (9) USB drives of your complete Technical Proposal** identical to the one submitted online. **Do not include your business proposal on the (9) complete Technical Proposal USB drives**. All USB drives should be marked with your company name and solicitation number.

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: Michael Dalton**  
**Attention: Solicitation Number 54000XXXX**  
**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 WILL BE DEEMED NON-RESPONSIVE AND NOT CONSIDERED FURTHER. IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: “THIS IS NOT AN OFFER”, YOU WILL 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

The screenshot shows the SAP RFX and Auctions interface. The table below is a representation of the data shown in the screenshot:

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version	Q&A	Start Time	End Time
5400009696	Computer Replacement for SCGOV	Request for Proposal	Published	11/09/2013			No Bid Created	2		0	00:00:00	14:00:00
5400009695	Computer Room Upgrade Project	Request for Proposal	Published	11/09/2013			No Bid Created	2		0	00:00:00	15:00:00
5400009693	RAY 44228 11/04/2013 09:48:49	Invitation For Bid	Published	11/09/2013			No Bid Created	1		0	00:00:00	11:00:00
5400009697	Whiteboard Stand	Invitation For Bid	Published	11/15/2013			No Bid Created			0	00:00:00	10:00:00
5400009771	Computer Room Upgrade Project	Invitation For Bid	Published	11/05/2013		55XXXXXXX	Submitted	8		0	00:00:00	17:00:00
5400009771	Homemaker Services	Request for Proposal	Published	01/25/2014			No Bid Created	5		0	00:00:00	14:00:00
5400009687	Web Site Design Project	Request for Proposal	Published	11/09/2013			No Bid Created	7		0	00:00:00	17:00:00
5400009328	DSS FPB Technical Assistance & Support	Fixed Price Bid	Published	06/30/2018			No Bid Created	5		0	00:00:00	11:00:00
5400009269	FPB TO PROVIDE MULTI-AGENCY COMMUNITY BA	Fixed Price Bid	Published	05/31/2014			No Bid Created	3		0	00:00:00	11:30:00
5400009209	Xirus Network Products & Services	Fixed Price Bid	Published	08/19/2018			No Bid Created	3		0	00:00:00	14:30:00

**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 Technology Management Office, on behalf of the Department of Health and Environmental Control (DHEC) Division of WIC Services (South Carolina WIC), is seeking proposals from qualified sources of supply to provide Quality Assurance (QA) services including project monitoring, independent review, and technical support services to South Carolina WIC during the SCWIC-eWIC Implementation Phase of the project.

SCWIC refers to the newest version of the system originally implemented in Maryland and now operating with WIC electronic benefit transfer (WIC EBT) in various other states. SCWIC will replace two current systems: 1) the WIC module of the in-house developed clinic management system known as the Client Automated Record Encounter System (CARES) and the Computer Sciences Corporation (CSC) developed Vendor Management System.

SCWIC will enable the implementation of WIC EBT that will replace the current WIC paper food checks or vouchers issued to participants with a magnetic stripe card for food benefit redemption at authorized WIC grocery stores. South Carolina WIC has joined with the South Carolina Department of Social Services in procuring EBT processing services from Conduent, formerly known as Xerox. South Carolina WIC EBT will be known as eWIC.

South Carolina WIC is implementing SCWIC and eWIC concurrently in compliance with the Healthy, Hunger- Free Kids Act of 2010. The United States Department of Agriculture/Food and Nutrition Service (USDA/FNS) requires all WIC state agencies to implement WIC EBT by April 1, 2020. The SCWIC-eWIC Implementation Phase of the project is planned for the period from May 2018 through March 2020.

### **ACQUIRE SERVICES (JAN 2006)**

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 05/01/2018  
End date: 03/31/2020

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]

Note: the actual start date is dependent on United States Department of Agriculture and Food Nutrition Service (USDA/FNS) approvals.

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

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

### **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]

### **AUTHORIZED AGENT (FEB 2015)**

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



## **AWARD NOTIFICATION (FEB 2015)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value 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. [02-2A010-2]

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

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

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

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

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

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

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

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

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

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

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

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

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

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

## **DUTY TO INQUIRE (FEB 2015)**

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

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

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

## **IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)**

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

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

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

## **OPEN TRADE REPRESENTATION (JUN 2015)**

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

## **PROTESTS (JUN 2006)**

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

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

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

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

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

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

## QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

## REJECTION/CANCELLATION (JAN 2004)

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

## RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

## **SIGNING YOUR OFFER (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://www.scemd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(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 agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

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

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

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](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**

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

Pre-Bid/Proposal Conference Date and Time: Tuesday, 8/15/2017 2:00pm EST

Location of Pre-Bid/Proposal Conference: **SFAA, Div. of Procurement Services, MMO Conference Room, 1201 Main Street, Suite 601 (6<sup>th</sup> floor) Columbia, SC 29021**

A call-in option is available for this meeting. You must contact the Procurement Officer no later than 11:00 am EDT, Monday, 8/14/2017 to request call-in information. Contact information for the Procurement Officer is on the cover page of this solicitation. Email is preferred.

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]

### **CONTENTS OF OFFER (RFP) (FEB 2015)**

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be 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. [02-2B040-2]

### **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]

### **ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)**

In addition to your original offer, you must submit an electronic copy or copies on USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If USB drives are provided, each USB drive must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]



## **ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

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

(b) Steps for On-Line Bidding

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

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

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

**Only offers with a status of "submitted" have been received by the State.**

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

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

[02-2B105-2]

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **PROTEST - CPO - ITMO ADDRESS (JUN 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 601, Columbia, SC 29201. [02-2B120-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### The SCWIC MIS-eWIC Project

The South Carolina Department of Health and Environmental Control (DHEC), Division of WIC Services (South Carolina WIC) must rollout electronic benefits transfer (EBT) statewide no later than April 1, 2020. In order to do so, South Carolina WIC has selected the system originally implemented in Maryland and now operating with WIC EBT in various other states. While there are variations of this system South Carolina intends to transfer and implement the most current version of the system, anticipated to be the South Dakota version, including any improved functionality and enhancements. This system will be referred to as SCWIC. SCWIC will replace the WIC module of the DHEC CARES system and the South Carolina WIC Vendor Management system.

#### The South Carolina WIC Program

South Carolina WIC currently operates from 70 DHEC clinic locations and five contract primary care centers throughout DHEC's four public health regions of the state: Low Country, Midlands, Pee Dee, and Upstate. The public health regions are equivalent to WIC local agencies. This network of clinics served an annual average of 107,257 participants each month in Federal Fiscal Year (FFY) 2016. WIC services are delivered by about 535 clinic staff, 102 support staff, and a third-party contract staff of 40 that handle clinic appointments for WIC and other DHEC programs. South Carolina WIC is administered by about 27 central office staff and managers.

Participants may redeem their WIC benefits at about 653 retailers, comprised of chain stores (74%), franchise stores (20%), pharmacies (3%), independent stores (2%), and commissaries (1%). About 10% of these retailers anticipate using a point of sale (POS) device for EBT redemptions in lieu of an electronic cash register system integrated with EBT processing capability (IECR). Participants may also redeem their cash value vouchers (CVV) and farmers market vouchers at more than 280 farmer markets that operate seasonally from June through October.

#### The Pilot Test and Statewide Rollout

The Pilot Test site will be the Kershaw County clinic in the Midlands region. Located near Columbia, South Carolina, the clinic served an annual average of 1,485 participants each month in Federal Fiscal Year (FFY16) and is operated by about seven (7) staff. There are nine (9) retail vendors in the Pilot area: four (4) chain stores (Walmart and Food Lion), four (4) franchise stores (IGA and Piggly Wiggly), and one (1) pharmacy.

The Statewide Rollout is planned for a four (4) month period to provide the needed data migrations, user training, vendor enablement, and live support for each of DHEC's four regions.

#### Anticipated Timeline – Implementation Phase

The quality assurance services are needed from the anticipated start of the Implementation Phase of the project on or about May 16, 2018 through March 31, 2020. Note the actual start of this phase is dependent on FNS approvals and the procurement of contractor services.

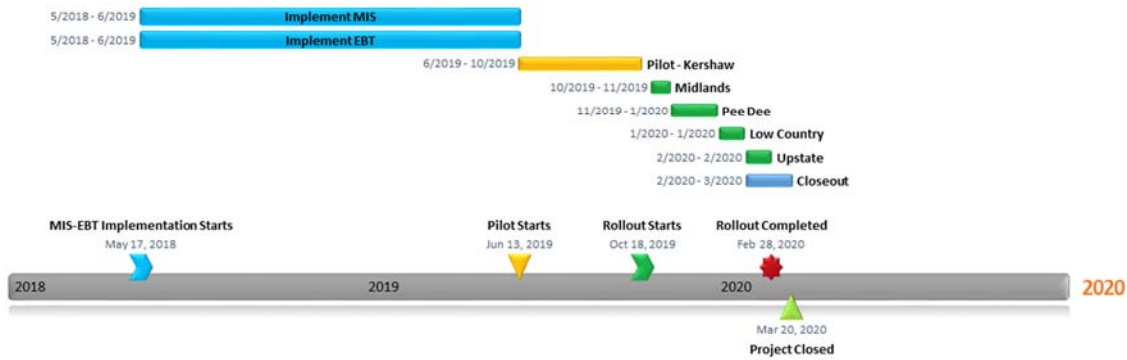
The objectives of the Implementation Phase will be to:

- Meet onsite and elaborate the approach, plan, and methods for completing all tasks and deliverables in coordination with the MIS Services vendor, Conduent (EBT processor), Quality Assurance (QA) contractor, and the South Carolina WIC Program. Provide ongoing project management and reporting to ensure the communication, coordination, and cooperation necessary to rollout SCWIC and eWIC statewide per the agreed plans.
- Establish the needed system hosting environments to enable secure and efficient use and operations of the SCWIC. Transfer the SCWIC MIS.
- Brand SCWIC to appropriately identify it with DHEC and South Carolina WIC and configure it using the available options to enable operations consistent with South Carolina WIC business practices. For example, South Carolina WIC uses the calendar month to issue benefits in the certification period. Assist in developing any supplementary business process changes.
- Migrate all relevant South Carolina WIC program, client, and vendor data from the available sources.
- Operationalize the interfaces with the Conduent EBT processing service, South Carolina Medicaid eligibility system (MEVS), and the web-based nutrition education service (wichealth.org).
- Provide web-based and instructor-led training and related materials to enable all clinic, central office, and central appointment users to adequately operate and support SCWIC.

- Support a successful user acceptance test in coordination with Conduent and obtain FNS approval to proceed to a Pilot Test.
- Support clinic and vendor readiness tasks and provide user and technical support to enable a timely and smooth Pilot Test and Statewide Rollout.
- Support a successful three month Pilot Test and obtain FNS approval to conduct the Statewide Rollout of SCWIC and eWIC processing.
- Support a successful four month Statewide Rollout of SCWIC and eWIC processing, to be completed no later than the FNS deadline of April 1, 2020.

The anticipated timeline of the Implementation Phase is shown in the figure below.

*Figure 1 - Anticipated Timeline – SCWIC Implementation Phase*



SC WIC MIS-EBT Implementation Timeline - Feb 26, 2017

**Please note:**

- All hourly times cited in the Scope of Work are Eastern Standard Time or Eastern Daylight Savings Time, as applicable.
- Federal Provisions - Respondents shall comply with the applicable federal provisions per the FNS Handbook 901 Version 2 related to statutes, regulations, and executive orders concerning federal contract provisions some of which are listed in Attachment H. Offeror must return any applicable documentation to certify the compliance with these requirements.

### **3.1 Support Project Initiation, Planning, and Management**

**3.1.1.a.1** Participate in the project kickoff meetings with all needed members of the Contractor's project team and document same in meeting notes. The project kick-off and initial design validation and gap analysis meetings are planned for a four (4) to five (5) day period and will be held in DHEC's offices in Columbia, SC, unless otherwise agreed to by the State. The project kickoff meeting will cover the project goals/objectives, schedule, deliverables, roles and responsibilities, and the stakeholders. The format of the meeting notes is open to the Contractor. The document is due within two (2) business days following the kickoff meeting. The content shall include, but is not limited to:

- Topics covered
- Decisions
- Agreements
- Action items
- Next steps

**3.1.1.a.2** Provide a Quality Management Plan for input to the consolidated project management plan, including managing the QA portion of the SCWIC-eWIC project. The format of the Quality Management Plan is open to the Contractor, as long as it meets South Carolina WIC document deliverable requirements. A draft version is due with the proposal. An updated version, including changes per the kickoff meeting, is due within five (5) business days following the project kick-off meeting. Updated versions will be due, as needed. The content shall include the following, as applicable:

- Introduction
- Project Management Approach
- QA Scope, including support for User Acceptance Testing (UAT), Training, Pilot, and Statewide Rollout
- QA Milestone List
- QA Project Schedule (see 3.1.1.a.3)
- QA Communication Plan
- QA Staffing Management Plan
- Quality Management Plan (entire project)
  - Quality objectives
  - Project deliverables to be reviewed
  - Project processes to be reviewed
  - Quality standards
  - Quality control activities – deliverables
  - Quality assurance activities – project processes
  - Quality roles and responsibilities
  - Plans for reporting/handling/tracking quality issues
- Risk Management Plan (entire project)
- Appendices with detail documents, as needed

**3.1.1.a.3** Provide a Project Schedule for the QA portion of the SCWIC-eWIC project for input to the consolidated project schedule. The QA project schedule shall be submitted in MS Project 2013 version or above. A draft version is due with the proposal. An updated version including changes per the kickoff meeting, is due within five (5) business days following the project kick-off meeting. The content shall include the following items:

- Start date as determined by South Carolina WIC
- All scheduled items must have predecessors and successors
- Contains a critical path
- The following tasks shall be included:

- For all deliverables: Review by South Carolina WIC, Revision by Provider, Approval by South Carolina WIC
- South Carolina WIC requires a minimum of five (5) business days to review deliverables unless otherwise stated herein.

Note: South Carolina WIC anticipates that the branding, configuration, and interfacing of the South Carolina WIC system will require four releases: branding/clinic/security profiles/admin, nutrition, vendor, and interfaces.

**3.1.1.a.4** Monitor project status, advise and consult about project issues and risks, and report project status in semi-monthly status meetings and document QA project status in a semi-monthly status report, including updates to the project schedule using the extract from the combined project schedule. Participation in the semi-monthly status meetings may be remote by conference call and webinar, except when on-site presence is needed as directed by South Carolina WIC. The format of the semi-monthly status report is open to the Provider as long as it meets South Carolina WIC document deliverable requirements. The document is due to South Carolina WIC a minimum of one (1) business day in advance of the semi-monthly status meeting. The content shall include at a minimum the following items:

- Current status of the provider’s activities
- Accomplishments, planned versus actual
- Issues – new or changed, recommended solutions
- Action items – assigned or requested
- Risks - new or changed, recommended handling
- Updates to the project schedule extract provided by South Carolina WIC
- Contract matters – personnel, invoices, any other changes
- Planned activities – next reporting cycle and beyond.

Note: the status meetings and status reports may be more frequent as needed during certain phases of the project; e.g., weekly during UAT and the first month of Pilot.

**3.1.1.a.5** Participate in as-needed meetings remotely by conference call and webinar, except when on-site presence is needed as directed by South Carolina WIC. Document same in meeting notes due within two (2) business days of the meeting.

*Figure 2 - Project Initiation, Planning, and Management Deliverables*

Deliverable #	Task #	Description
3.1.1	3.1.1.a.1	Project Kickoff Meeting Notes
3.1.2	3.1.1.a.2	Quality Management Plan
3.1.3	3.1.1.a.3	Project Schedule - QA
3.1.4	3.1.1.a.4 – 3.1.1.a.5	Semi-Monthly Status Reports and As-needed Meeting Notes

**3.2 Support Branding, Configuring, and Interfacing SCWIC**

**3.2.1.a.1** Participate onsite in the initial design validation and gap analysis for configuration of SCWIC and eWIC processing during the project kickoff meetings. Participate in any follow-up design validation and gap analysis meetings. Participation in follow-up meetings may be remote by conference call and webinar, except when on-site presence is needed as directed by South Carolina WIC. Document the decisions, choices, and plans in meeting notes due within two (2) business days following the analysis meetings.

*Figure 3 - Branding, Configuration, and Interfacing Deliverables*

Deliverable #	Task #	Description
3.2.1	3.2.1.a.1	Design Validation and Gap Analysis Meetings Notes

### 3.3 Support Project Deliverable and Work Product Reviews

**3.3.1.a.1** Review and evaluate the quality, accuracy, completeness, consistency, and timeliness, of the deliverables and/or work products of the MIS Services vendor and Conduent. Document comments in the agreed upon form including any deficiencies identified and providing suggestions for remedy. Review of written deliverables may include reviewing an initial draft submitted by Conduent and the MIS Services vendor as well as subsequent versions to ensure that concerns, both South Carolina WIC’s and the QA vendor’s, have been addressed. Due per the project schedule. See Attachment G for a list of anticipated project deliverables.

*Figure 4 - Deliverable and Work Product Review Deliverables*

Deliverable #	Task #	Description
3.3.1	3.3.1.a.1	Deliverable and Work Product Reviews

### 3.4 Support User Acceptance Testing of SCWIC and eWIC processing

**3.4.1.a.1** Develop a written Complete and Final Test Plan that comprises the SCWIC and eWIC processing implementations. The format of the plan is open to the Offeror as long as it meets South Carolina WIC document deliverable requirements. The document is due per the project schedule. The content shall be consistent with the USDA/FNS requirements in the Handbook 901.

**3.4.1.a.2** Review and comment on the adequacy and completeness of test cases and scripts for SCWIC and eWIC processing and supplement with test cases and scripts, as needed.

**3.4.1.a.3** Assist in the planning, coordination, and onsite conduct of UAT. Verify UAT test results, including review of test documentation for appropriate logging of errors and resolutions.

**3.4.1.a.4** Provide weekly written reports of the status of UAT relative to the Software Defect Classification, presenting these reports by close of business of each Monday during the weeks of the User Acceptance Phase. The format of the report is open to the Offeror as long as it meets South Carolina WIC document deliverable requirements. The content shall be determined by the Offeror.

**3.4.1.a.5** Participate in the onsite certification of the SCWIC-eWIC interface which is anticipated to follow the second round of UAT.

**3.4.1.a.6** Develop a UAT Test Results and Report of the status of the UAT phase and project readiness to move to the Pilot Test Phase, including a checklist of all preparations that need to be completed by the responsible parties in order to begin the Pilot Test phase. The format of the report is open to the Offeror as long as it meets South Carolina WIC document deliverable requirements. The document is due per the project schedule. The content shall be determined by the Offeror.

*Figure 5 - UAT Support Deliverables*

Deliverable #	Task #	Description
3.4.1	3.4.1.a.1	Complete and Final Test Plan
3.4.2	3.4.1.a.2	Supplementary UAT Test Cases/Scripts
3.4.3	3.4.1.a.3 – 3.4.1.a.4	Onsite UAT Support
3.4.4	3.4.1.a.5	Onsite Certification of SCWIC-eWIC Interface
3.4.5	3.4.1.a.6	UAT Test Results and Report

### **3.5 Support the Pilot Test Phase**

**3.5.1.a.1** During the week prior to the start of the Pilot Test assist in determining the readiness of the pilot vendors, clinic staff, central appointing staff, central office staff, and the SCWIC-eWIC processing providers to begin the Pilot Test. Document the status of preparations as these reviews are completed. Due per the project schedule. The content shall be determined by the Offeror.

**3.5.1.a.2** Provide a monthly written report of the status of Pilot Phase events. The report shall identify pilot events during the previous month of pilot activity, required outcomes, actual outcomes and actions taken to resolve or correct any issues. Include in the report onsite observations during the first week live of the clinic, central appointing, and central office. Repeat these onsite observations during the second and third months of the Pilot Test. The report is cumulative and is due no later than three (3) business days after the end of the first and second months of the Pilot Test. The format of the plan is open to the Offeror as long as it meets South Carolina WIC document deliverable requirements.

**3.5.1.a.3** Provide a final written report of the Pilot Phase with a summary of each of the technical events and program required outcomes during the Pilot Test. The report is due no later than three (3) business days after the end of the third month of the Pilot Test. The format of the plan is open to the Offeror as long as it meets South Carolina WIC document deliverable requirements. The content shall include, but not be limited to:

- Introduction and Executive Summary
- Pilot Background and Preparations
- Operations Analysis
  - Operations Statistics
  - PIN Transactions
  - Operations Issues
  - Clinic Operations
  - Fiscal Operations
  - Central Appointing Support
  - Central Office Support
  - Regional Support
- Stakeholder Acceptance
  - WIC Participants
  - WIC Retailers
- Rollout Plans
  - Schedule
  - Data Migration
  - Clinic Preparations
  - Vendor Enablement
  - UPC Expansion
  - Equipment/Materials Distribution/Installation
  - Policies and Procedures
  - System Configuration Changes
  - Risks
- Lessons Learned/Recommendations
- Summary

- Appendices with detail documents, as needed

*Figure 6 - Pilot Support Deliverables*

Deliverable #	Task #	Description
3.5.1	3.5.1.a.1	Onsite for Pilot Preparations
3.5.2	3.5.1.a.2	Monthly Report of Pilot Status
3.5.3	3.5.1.a.3	Final Report and Pilot Evaluation

### **3.6 Support Statewide Rollout**

**3.6.1.a.1** Provide a written report of the status of each of the four regional rollouts. The report shall identify rollout preparations, activities, required outcomes, actual outcomes, issues, risks, action items, and recommendations, including a comparison with the Pilot or previous rollouts to identify any significant trends. Include in the report onsite observations of the first day live in at least one (1) clinic in each of the four (4) public health regions. Also include observations of operations in central appointing during each of the four (4) regional rollouts. The format of the report is open to the Offeror as long as it meets South Carolina WIC document deliverable requirements. The document is due per the project schedule. The content is open to the Offeror, subject to South Carolina WIC approval.

*Figure 7 - Statewide Rollout Support Deliverable*

Deliverable #	Task #	Description
3.7.1	3.6.1.a.1	Report on Status of Each Region Rollout

### **3.7 Support Retailer Certification**

**3.7.1.a.1** Participate onsite in up to four Level II retailer certifications as directed by South Carolina WIC. Review and evaluate the outcomes of each retailer certification and provide a status report of same, including any deficiencies and plans for corrective action. The format of the report is open to the Offeror as long as it meets South Carolina WIC document deliverable requirements. The document is due per the project schedule. The content is open to the Offeror, subject to South Carolina WIC approval..

*Figure 8 - Retailer Certification Support Deliverable*

Deliverable #	Task #	Description
3.7.1	3.7.1.a.1	Reports on Status of Retailer Certifications

### **3.8 Staffing Requirements**

The Offeror must define the number of staff, their roles, and responsibilities for the project in Attachment D Project Organization and Staffing. Do not include information in this section – include it in Attachment D.

Offeror staff must be available to participate in project-related meetings as scheduled by South Carolina WIC. Onsite work must be performed during normal business hours, 8:00 am until 5:00 pm eastern time. Offeror is responsible for providing all personnel resources necessary to perform the Services described in this RFP, unless specifically stated as the responsibility of South Carolina WIC. Throughout the term of any contract resulting from this RFP (Contract), Offeror shall:

- Provide qualified personnel to perform all work required in this RFP;
- Promptly remove and replace personnel at the request of South Carolina WIC;
- Provide South Carolina WIC written notice of any plan to add, remove, change and replace personnel; and
- Obtain written approval from South Carolina WIC for all proposed personnel.

The Offeror is required to identify and define staff roles and key personnel in Attachment H as needed to achieve the project goals. The following provides a guideline for some Offeror staff roles. The Offeror may propose additional roles, combine, and change functional titles as needed to achieve the project goals.



- **Project Manager** - Responsible for the Offeror's overall project execution, accomplishment of all project deliverables, the daily work of Offeror staff, and coordination of work with the South Carolina WIC Project Manager, Conduent's Project Manager and the MIS Services Project Manager. The Offeror's Project Manager is responsible for the successful completion of all aspects of the resulting contract.
- **Business Analysts** – Assist the Project Manager and any other team members to accomplish the project deliverables, provide technical expertise, and coordinate effort with the project team, state, and contractor staff.

#### *Approval of Key Personnel*

South Carolina WIC shall have the right to approve or disapprove the Offeror's, and any subcontractors', key personnel assigned to this contract. South Carolina WIC and/or their representative(s) may interview candidates prior to this approval. South Carolina WIC may also approve or disapprove any proposed changes in key staff or require the removal or reassignment of any key Offeror employee or subcontractor personnel found unacceptable by the South Carolina WIC.

#### *Notice of Change to Key Personnel*

The Offeror shall notify South Carolina WIC, in writing, of any changes in key personnel at least thirty days prior to the change, except in the case of immediate risk to the health and safety of project staff, or in the case of unlawful security breaches.

#### *Roles and Responsibilities*

The Offeror shall assign a Project Manager for the term of this contract. The Project Manager is one of the key positions in delivering a successful project. The responsibilities of the Project Manager shall include, at a minimum:

- Managing all defined Offeror responsibilities in this SOW
- Serving as the point person for all QA project issues
- Managing and overseeing the day-to-day project activities of the Offeror's team
- Managing and overseeing the work of any Offeror subcontractors
- Assessing and reporting on QA project status
- Managing all Offeror deliverables
- Preparing QA project documents, reports, and other materials

#### *Project Work Environment*

The Offeror Key Personnel are not expected to work on-site during all phases of the project. We do anticipate Offeror personnel to be onsite for the project kickoff meeting, UAT training and testing, design validation and gap analysis sessions, training, week before pilot, one week during each month of pilot, 1 day in at least 1 clinic per regional rollout and 1 day in central appointing during each regional rollout.

Offeror must include a not-to-exceed cost for travel. This should include travel to/from Columbia, SC. Reimbursement of Contractor's travel expenses, including room and board, incurred in connection with the services under this Contract will be limited to the standard rates for State employee travel in effect during the period of this Contract and will be included within the maximum amount of the Contract.

**[REFERENCE: <http://www.state.sc.us/dio/OIOTravelRegulations.html>]**

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

Contractor must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

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

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

**Carolina Department of Health and Environmental Control (DHEC)  
2600 Bull Street,  
Columbia, SC 29201**

[03-3030-1]

## 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:

#### **Detailed Explanation of Proposed Solution – Technical Proposal**

Offeror shall submit a detailed narrative that addresses each requirement described in Part III, Scope of Work, and how their proposed solution meets or exceeds each requirement listed. The Technical Proposal shall not include any price/cost information. Offeror's are to use Section VIII. Price/Business Proposal to provide price/cost information. Number each page of response. Respond to the sections and exhibits in the same order as this RFP. Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP. This section is to be submitted separately.

- 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.

#### **4.3.1. Submit the following with your proposal:**

- 4.3.1.1 Draft Quality Management Plan and Project Schedule.
- 4.3.1.2 Sample Complete and Final Test Plan.
- 4.3.1.3 Sample UAT Test Results and Report.
- 4.3.1.4 Sample Pilot Evaluation Report.
- 4.3.1.5 Sample Rollout Status Report
- 4.3.1.6 Attachment C Qualifications
- 4.3.1.7 Attachment D Project Organization and Staffing
- 4.3.1.8 Attachment E Offeror References
- 4.3.1.9 Attachment F Staff Experience

Note: Draft plans shall identify Offeror's planned approach given the details included in this RFP and based on their experience. The awarded Offeror's drafts will be refined post contract execution. Samples must have been prepared by Offeror for a state that has successfully implemented a joint MIS/EBT project or a project similar in scope.

[04-4005-1]

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

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

[04-4010-2]

**MINORITY PARTICIPATION (DEC 2015)**

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>  
[04-4015-3]

**SUBMITTING REDACTED OFFERS (MAR 2015)**

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

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

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

#	Qualification Item
1	Offeror has a minimum of three (3) years of experience, within the past five (5) years, performing QA services for an Information Technology (IT) implementation project similar in size to the SCWIC-eWIC implementation project described herein.

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

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

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

### SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

## VI. AWARD CRITERIA

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

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

### AWARD TO ONE OFFEROR (JAN 2006)

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

### COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

### DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

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

### 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.

<b>Project Staff, Project Organization</b>	<b>40%</b>
The suitability of the Offerors' organization and proposed staff to successfully complete a project of the size and nature described in this RFP	
<b>Technical Solution</b>	<b>30%</b>
The suitability of the Offeror's proposed technical solutions to meet or exceed the requirements of this RFP	
<b>Cost</b>	<b>30%</b>
The total contract value for the 2 year potential contract term. See Section VIII. Price/Proposal	

[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, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

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

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

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

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

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

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

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

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

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

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

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

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

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

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

#### **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

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

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

#### **OPEN TRADE (JUN 2015)**

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



## **PAYMENT and INTEREST (FEB 2015)**

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

## **PUBLICITY (JAN 2006)**

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

## **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]

## **IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)**

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

## **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]

### **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, a 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.

[07-7B040-1]

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

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

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

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

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

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

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

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

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

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

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

[07-7B056-2]

#### **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]

## **DEFAULT (JAN 2006)**

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

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

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

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

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

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

[07-7B075-1]

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

(An overview is available at [www.procurement.sc.gov](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]

### **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]

### **OFFSHORE CONTRACTING PROHIBITED (FEB 2015)**

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

### **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 "OTHER GOODS and SERVICES" (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), "Other Goods & Services" 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) [07-7B175-1]

### **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]

## **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]

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

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

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

## **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

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

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

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

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

## **FEDERAL LICENSE**

The State and FNS reserve royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal government purposes the copyright in any software and associated documentation developed under the resulting contract (2 CFR 200.315 Intangible property) which includes the following:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

See Attachment H for a list of federal procurement requirements.



## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

The proposed cost, detailed below, shall indicate the proposed price for all services defined in the Scope of Services of the RFP (application and services) for the total contract period. Please include all costs directly associated with each deliverable. This includes travel (In accordance with SC State Guidelines and Policies), staffing, office supplies, and incidentals incurred as a direct result of satisfying the deliverable.

Figure 9 - Price Proposal

Deliverable	Deliverable Description	Unit of Measure (frequency)	Unit Cost	Extended Price (23 months)
<b>3.1</b>	<b>Project Initiation, Planning, and Management (Total)</b>			
3.1.1	Project Kickoff Meeting Notes	One-time fee		
3.1.2	Quality Management Plan	One-time fee		
3.1.3	Project Schedule - QA	One-time fee		
3.1.4	Semi-Monthly Status Reports and As-needed Meeting Notes	Monthly (23)		
<b>3.2</b>	<b>Support Branding, Configuration, and Interfacing (Total)</b>			
3.2.1	Design Validation and Gap Analysis Meetings Notes	One-time fee		
<b>3.3</b>	<b>Deliverable and Work Product Review</b>			
3.3.1	Deliverable Reviews	Per Deliverable		
<b>3.4</b>	<b>UAT Support</b>			
3.4.1	Complete and Final Test Plan	One-time fee		
3.4.2	Comments on UAT Test Cases/Scripts	One-time fee		
3.4.3	Onsite UAT Support and Weekly Reports on UAT Status	One-time fee		
3.4.4	Onsite Certification of SCWIC-eWIC Interface	One-time fee		
3.4.5	UAT Test Results and Report	One-time fee		
<b>3.5</b>	<b>Pilot Support</b>			
3.5.1	Onsite Pilot Preparations	One-time Fee		
3.5.2	Monthly Report of Pilot Status	Monthly (2)		
3.5.3	Final Report and Pilot Evaluation	One-time Fee		
<b>3.6</b>	<b>Statewide Rollout Support</b>			
3.6.1	Report on Status of Each Region Rollout	Per Rollout (4)		
<b>3.7</b>	<b>Retailer Certification Support</b>			
3.7.1	Reports on Status of Retailer Certifications	Per Certification (up to qty 4)		
	<b>Travel Cost</b>	Not to exceed		
<b>Total Project Costs (Deliverables + Travel Costs)</b>				

### 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**

### ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- A. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
- B. BUSINESS ASSOCIATE AGREEMENT
- C. QUALIFICATIONS
- D. PROJECT ORGANIZATION AND STAFFING
- E. OFFEROR REFERENCES
- F. STAFF EXPERIENCE
- G. LIST OF ANTICIPATED DELIVERABLES
- H. FEDERAL PROVISIONS
- I. OFFEROR'S CHECKLIST

ATTACHMENT A

**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: <https://dor.sc.gov>

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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: [https://dor.sc.gov/forms-site/Forms/I312\\_05182015.pdf](https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf)

[09-9005-3]

ATTACHMENT B

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

BUSINESS ASSOCIATE AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

**PURPOSE**

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

- II. DEFINITIONS** Terms used, but not otherwise defined, in this Agreement shall have the same meanings as set forth in HIPAA and HITECH. A change to HIPAA or HITECH which modifies any defined term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement.
- a. Breach "Breach" shall have the meaning given under HITECH Section 13400, 42 U.S.C § 17921, and 45 CFR §164.402.
  - b. Data Aggregation "Data Aggregation" shall have the meaning given under the Privacy Rule, including, but not limited to, 45 CFR §164.501.
  - c. Designated Record Set "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.
  - d. Disclose and "Disclosure" shall have the meaning given in 45 CFR §160.103.
  - e. Electronic Protected Health Information "Electronic Protected Health Information" (referred to below as EPHI) shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103.
  - f. HIPAA "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 CFR Parts 160-164.)
  - g. HITECH "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
  - h. Individual "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
  - i. Privacy Rule "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 CFR Part 160 and Part 164, Subparts A and E and any other applicable provisions of HIPAA, or amendments thereto, including HITECH.
  - j. Protected Health Information "Protected Health Information" (referred to below as PHI) shall have the same definition contained in 45 CFR §160.103. For purposes of this Agreement, PHI is limited to the information created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.
  - k. Required By Law "Required By Law" 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 # [REDACTED] upon thirty (30) days written notice if (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and HITECH.
- h. If any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision 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.

AS TO DHEC

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

DATE: \_\_\_\_\_

AS TO THE CONTRACTING PARTY

BY: \_\_\_\_\_  
(NAME)

Its: \_\_\_\_\_  
(TITLE)

DATE: \_\_\_\_\_

MAILING ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT C

**Qualifications**

**Minimum Qualifications**

**Instructions:** Complete the following information regarding the Offeror’s ability to meet the Minimum Qualifications. South Carolina WIC reserves the right to ask for any additional clarification relating to the minimum requirements.

The Offeror must meet the following Minimum Qualifications or will be disqualified

**Minimum Qualifications**

#	Qualification Item	Meet?	
1	Offeror has a minimum of three (3) years of experience, within the past five (5) years, performing QA services for an Information Technology (IT) implementation project similar in size to the SCWIC-eWIC implementation project described herein.	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated above.

<Response>

**Preferred Qualifications**

**Instructions:** Complete the following information regarding the Offeror’s ability to meet the Preferred Qualifications. South Carolina WIC reserves the right to ask for any additional clarification relating to the minimum requirements.

Preference may be given to those Offeror’s who possess experience in the following

**Preferred Qualifications**

#	Qualification Item	Meet?	
1	Offeror’s team members have successfully provided quality assurance services in a joint WIC MIS-EBT implementation within the last three years.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	Offeror has proven quality assurance experience with WIC MIS data migration, WIC MIS testing, and MIS-EBT certification.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	Offeror has proven experience participating in with WIC retailer and third party processor (TPP) certification.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	Offeror has proven quality assurance experience in WIC MIS-EBT clinic operations, statewide rollout preparations, and ongoing WIC EBT operations.	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated above.

<Response>

## Offeror Organization Overview

**Instructions:** Provide all relevant information regarding the general profile of the Offeror.

### Offeror Organization Profile

Company Name	<Response>
Name of Parent Company	<Response>
<b>Industry (NAICS)</b> (North American Industry Classification System)	<Response>
<b>Type of Legal Entity</b>	<Response>
<b>Company ownership</b> (i.e., private/public, joint venture)	<Response>
<b>Number of full time employees</b>	<Response>
<b>Last Fiscal Year Company Revenue</b>	<Response>
<b>Last Fiscal Year Company Net Income</b>	<Response>
<b>% of revenue from State and Local Government clients in the United States</b>	<Response>
<b>% of revenue from IT Design and Implementation Services</b>	<Response>
<b>Number of years in business</b>	<Response>
<b>Number of years Offeror has been providing the type of services specified in RFP</b>	<Response>
<b>Number of Employees providing the type of services specified in the RFP</b>	<Response>
<b>Headquarters in the USA</b>	<Response>
<b>Locations in the USA</b>	<Response>
<b>Office Servicing this Account</b>	<Response>

**Subcontractor Organization Overview (If applicable)**

**Instructions:** If the proposal includes the use of Subcontractor(s), provide all relevant information regarding the profile of each Subcontractor.

**Subcontractor Organization Profile**

<b>Subcontractor Name</b>	<Response>
<b>Type of Legal Entity</b>	<Response>
<b>Company ownership (i.e., private/public, joint-venture)</b>	<Response>
<b>Headquarters Location</b>	<Response>
<b>Date Founded</b>	<Response>
<b>Number of employees</b>	<Response>
<b>Last Fiscal Year Company Revenue</b>	<Response>
<b>Last Fiscal Year Company Net Income</b>	<Response>
<b>Services to be provided</b>	<Response>
<b>Experience of Subcontractor in performing the services to be provided</b>	<Response>
<b>Brief description and number of projects that Offeror has partnered with this Subcontractor</b>	<Response>
<b>Locations where work was performed</b>	<Response>

**Offeror Corporate Background and Experience**

This section details the Offeror’s corporate background and experience. The section should include the following information:

**Offeror Corporate Background**

**Instructions:** Describe the Offeror’s corporate background as it relates to projects similar in scope and complexity to the project described in this RFP.

<Response>



### Comparable Contracts

**Instructions:** List the Offeror's three most recent, comparable contracts (including contact information). For each contract, describe how the supplies or services provided are similar to those requested in this solicitation and how they differ.

#### Projects completed in the last five years

Ref #	Project Name	Customer Name	Customer Contact	Description
1.				
2.				
3.				

### South Carolina Public Body

**Instructions:** List every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.

<Response>

### Customers Served

**Instructions:** List every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the last three years.

<Response>

### Offeror's Work Locations

**Instructions:** Describe all locations, including South Carolina locations, where the Offeror proposes performing work associated with this RFP.

<Response>

### Business Disputes

**Instructions:** For entries in Comparable Contracts, South Carolina Public Body and Customers Served, provide details of any disciplinary actions and denote any that are pending litigation or terminated for cause or convenience and provide the associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the Offeror. List and summarize all judicial or administrative proceedings involving Offeror's sourcing activities, claims of unlawful employment discrimination and anti-trust suits in which the Offeror has been a party within the last five years. If Offeror is a subsidiary, submit information for all parent companies. If Offeror uses Subcontractors, associated companies and consultants that will be involved in any phase of this project, Offeror's response

shall include pertinent Subcontractor information.

<Response>

### **Financial Stability**

The following sections pertaining to Financial Stability must be addressed.

#### **Dun & Bradstreet (D&B) Ratings Report (if available)**

**Instructions:** The Offeror must provide the industry standard D&B Ratings Report, if available, that indicates the firm's financial strength and creditworthiness, assigned to most US and Canadian firms (and some firms of other nationalities) by the US firm Dun & Bradstreet (D&B). These ratings are based on a firm's worth and composite credit appraisal. Additional information is given in credit reports (published by D&B) that contain the firm's financial statements and credit payment history.

<Response>

### **Financial Capacity**

**Instructions:** The Offeror must supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December 1984), as amended].

If any change in ownership 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 is likely to occur.

<Response>

- A statement as to whether the Offeror has filed for bankruptcy protection in the past five years, or is in the process of filing or planning to file for bankruptcy protection, or financial restructuring, or refinancing. If so, please explain the situation(s) and provide the Court and Case Number, where available.

<Response>

- A detailed description of the Offeror's plan to complete the project and/or provide continuing service in the event the company goes out of business, merges with another company, is acquired by another company, or undergoes any other significant transformation during the proposed term of contract.

<Response>

- A list of any current commitments or engagements under contract for the Offeror and any proposed sub-contractor.

<Response>

[Redacted]



ATTACHMENT D

**Project Organization and Staffing**

**1.0 Project Organization Plan**

**Instructions:** The Offeror must provide a staffing plan required to execute the Offeror’s proposed approach and create the deliverables. The plan shall include the number of personnel, level, role and responsibilities, and team reporting relationships between Offeror staff and South Carolina WIC staff. The Offeror must identify all key staff for both the Offeror and South Carolina WIC and their proposed project role.

<Response>

**2.0 Project Organization Chart**

**Instructions:** Offerors must provide a proposed organization chart showing the Offeror's staff. The organization chart must denote all key Offeror personnel and a summary of each key staff member’s high level responsibilities. No key personnel can be added or removed without the written approval of South Carolina WIC.

<Response>

**3.0 Offeror Key Personnel**

**Instructions:** In Table 1, the Offeror must identify the Offeror's key personnel for the project including:

- Name
- Position in organization
- Proposed role on project
- Experience in the proposed role
- Qualifications for the proposed role
- Role in the last three projects
- Percentage of time the person is committed for the entire project. (If not committed for the entire project, start and end dates must be provided.)

Add additional rows as necessary.

**Table 1. Offeror Key Personnel**

<b>Name</b>	<b>Position in Organization</b>	<b>Experience in Proposed Role (Years)</b>	<b>Qualifications for Proposed Role</b>	<b>Role in Last 3 Projects</b>	<b>% Committed for Project?</b>

**3.1 Subcontractors (If Applicable)**

**Instructions:** In Table 2, the Offeror must identify the key staff for each proposed subcontractor for the project including:

- Name
- Proposed role on project
- Experience in the proposed role

- Qualifications for the proposed role
- Role in the last three projects
- Percentage of time the person is committed for the entire project. (If not committed for the entire project, start and end dates must be provided.)

Add additional tables or rows as necessary.

**Table 2. Subcontractor Key Staff**

Name	Position in Organization	Experience in Proposed Role (Years)	Qualifications for Proposed Role	Role in Last 3 Projects	% Committed for Project?

**4.0 Staff Contingency Plan**

**Instructions:** The Offeror must provide a contingency plan that demonstrates the Offeror's ability to add more staff if needed to ensure meeting the Project's requirements and due date(s).

<Response>

**5.0 Training Policies and Procedures**

**Instructions:** Describe the Offeror's policies and processes for training and ongoing education of its personnel.

<Response>

**6.0 Staff Retention**

**Instructions:** Please describe the Offeror's process and methodology for retaining Offeror's personnel and ensuring that key personnel are available. Needed resources will remain at a constant level post statewide implementation for the remainder of the contract and any extensions.

<Response>

**7.0 Staffing Plan for South Carolina WIC Resources**

**Instructions:** Describe the required staffing plan for business and technical resources that South Carolina WIC will be expected to provide to support the creation of all deliverables. The staffing plan shall include the number of resources (both business and technical), anticipated role and responsibilities, level of participation (e.g., part time, full time) and necessary capabilities/skills.

<Response>



**8.0 Project Organization and Staffing Assumptions**

**Instructions:** Using Table 3, state any Project Organization and Staffing assumptions that underlie the Offeror’s response to this section of the RFP. South Carolina WIC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP will be deemed rejected by South Carolina WIC. Add more rows as necessary.

**Table 3. Assumptions**

<b>ITEM #</b>	<b>REFERENCE (Section, Page, Paragraph)</b>	<b>DESCRIPTION</b>	<b>RATIONALE</b>
4.			
5.			
6.			



ATTACHMENT E

**Offeror References**

**1. References**

The Offeror shall provide references based on past performance as a vendor/contractor or subcontractor. South Carolina WIC will choose, at its own discretion, a minimum of three (3) of the Offeror’s references to contact. DHEC reserves the right to contact the reference or visit the reference’s site to verify the Offeror’s assertions of project type, range and scope, satisfactory completion of the customer’s project, and performance against service levels. DHEC reserves the right to contact and verify references provided and reserves the right to contact customer or clients not in listed below.

Offeror references shall include activities in which the Offeror participated as a vendor/contractor or subcontractor within the last five (5) years, regardless of whether or not the contract has been fulfilled, for: 1) all state and federal WIC contracts and 2) providing hosting services.

Reference responses which are negative in regards to the Offeror are grounds for disqualification and may result in ineligibility of the Offeror.

**1.1 Offeror’s References**

**Instructions:** Include at least three (3) references from projects performed within the last five (5) years that demonstrate the Offeror’s ability to perform the Scope of Work described in the RFP. Include project description, contract dates and contact information (points of contact, address, telephone number and email address) for the reference. The Offeror must explain whether it performed the work as a prime Vendor or subcontractor.

**Reference Form:** Please add a separate Table for each of the references

<b>OFFEROR Information</b>	
OFFEROR Name:	OFFEROR Contact/Name:
Project Dates:	OFFEROR Contact Phone and Email:
<b>Customer Information</b>	
Customer Organization:	Customer Contact Name:
	Customer Phone and Email:
Customer Address:	Customer Fax:
<b>Project Information</b>	
Project Objectives:	
Project Description:	
Project Status: <input type="checkbox"/> In progress <input type="checkbox"/> Successfully completed <input type="checkbox"/> Deferred <input type="checkbox"/> Other, explain:	
OFFEROR’s Involvement:	
Project Benefits:	
<b>OFFEROR Key Personnel</b>	
Name: (Add more rows as needed)	Role: (Add more rows as needed)
Name: (Add more rows as needed)	Role: (Add more rows as needed)
<b>Project Measurements:</b>	
	# of Users:
Original Value of OFFEROR’s Contract:	Actual Total Contract Value:
Reason(s) for Change in Value:	

Estimated Start & Completion Dates:	From:		To:	
Actual Start & Completion Dates:	From:		To:	
Reason(s) for Difference Between Estimated and Actual Dates:				
If the OFFEROR performed the work as a Subcontractor, the OFFEROR must describe the scope of subcontracted activities:				

**1.2. Subcontractor References (If applicable)**

**Instructions:** If the proposal includes the use of Subcontractor(s), provide three references for each subcontractor.

**Subcontractor Reference Form:** Please add a separate Table for each of the references

<b>Subcontractor Information</b>				
Subcontractor Name:		Subcontractor Contact/Name:		
Project Dates:		Subcontractor Contact Phone and Email:		
<b>Customer Information</b>				
Customer Organization:		Customer Contact Name:		
		Customer Phone and Email:		
Customer Address:		Customer Fax:		
<b>Project Information</b>				
Project Objectives:				
Project Description				
Subcontractor's Involvement:				
Project Benefits:				
<b>Subcontractor Key Personnel</b>				
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
<b>Project Measurements:</b>				
		# of Users:		
Original Value of Subcontractor's Contract:		Actual Total Contract Value:		
Reason(s) for Change in Value:				
Estimated Start & Completion Dates:	From:		To:	
Actual Start & Completion Dates:	From:		To:	
Reason(s) for Difference Between Estimated and Actual Dates:				



ATTACHMENT F

**Staff Experience**

**1.0 Staff Experience**

The Offeror must provide completed Staff Experience information (see Table 1) for each of the proposed key personnel identified in Attachment H, Project Organization and Staffing. (This includes both the Offeror's and Subcontractor's staff).

**Instructions:** For each reference/project experience listed, indicate the client name and client contact information, whether the project was for a public sector agency, project name, start and end dates the team member who performed the role, duration of the experience.

**Staff Experience**

<b>Team Member Name:</b>			
<b>Description of Skill Sets and Experience</b>			
<b>Proposed Project Role:</b>		<b>Subcontractor (Y/N)?</b>	
<b>Years Experience in Role:</b>			
<b>Client Phone</b>			
<b># of Employees</b>	<b>Public Sector (Y/N)</b>	<b>Project Name and Description</b>	<b>Dates/ Duration (MM/YYYY)</b>
<b>Individual Qualifications</b>			
<b>Certifications (if applicable)</b>			
PMP	Certification ID#:		
	Earned Date:	Expiration Date:	
Other	Member ID#:		
	Earned Date:	Expiration Date:	

<Please add a separate Table for each proposed key personnel as shown above in Table>

**2.0 Resumes**

**Instructions:** Complete Table 2 and attach resumes of all proposed key Offeror and Subcontractor personnel to this section of the proposal (listed above in Section 1).

Each resume must demonstrate experience relevant to the position proposed. Each resume should include at least three (3) references from recent projects. References may not be the Offeror's or Subcontractor's employees.

**List of Resumes**

Name	Proposed Role	Experience in Proposed Role

<Response>

ATTACHMENT G

**List of Anticipated Project Deliverables**

MIS Deliverables
Project Kick-off Meeting Notes
MIS Project Management Plan
MIS Project Schedule
MIS Configuration Meeting Notes
EBT Processing Configuration Meeting Notes
MIS Status Reports and As-needed Meeting Reports
System Environment Requirements and Hosting Services Document
Updated Branding and Configuration Checklist and Gap Report
Updated Functional Design Document
MIS Test Plan
MIS –EBT Bug/Modification Tracking Facility
MIS Data Migration Plan
MIS Data Migration Work Product Documents, Conversion Routines for each release
MIS Data Migration Results Report and Presentation
MIS Training Plan
eLearning Modules
MIS Training Materials
UAT Training
Pilot Training
Region Rollout Super User Training
Region Rollout Training
UAT test cases/scripts
UAT MIS Release
MIS-EBT certification
UAT Report
Pilot Preparations Checklist
Clinic Equipment Installation Guide
Pilot Support and Monthly Reviews of Pilot Test
Pilot Test Lessons Learned
Region Rollout Checklists
Daily MIS System Status E-mails
Daily MIS Processing Status Reports and Issue Resolutions
Daily EBT Interface Status Reports
Documentation of MIS Technical Support
Rollout MIS Releases, as needed
Presentation of Lessons Learned and Support/Troubleshooting Techniques
Operations Phase Transition Documents and Materials

EBT Deliverables
EBT Status Reports
Monthly Client Help Desk Statistics
Monthly Retailer Help Desk Statistics
Retailer, TPP and Provider Agreements + updates
Project Work Plan + weekly updates for integrated master schedule
Implementation Plan
State Life Cycle Testing Plan
Test Plan
Back-up and Recovery Plan + updates
System Security Plan + updates
Training Plan
Change Management Plan
System Operations/Interface Procedures Manual + updates
Reports Manual + updates
Settlement/Reconciliation Manual + updates
Administrative Application Manual + updates
Retailer Management Manual + updates
Cardholder Training Brochure
Card Sleeve/Tips Booklet/Appointment Reminder and Card Carrier
Participant Tip Card
Retailer Tips Card
Retailer Training Checklist
Functional Design Document
Detail Design Documents
Help Desk, ARU and Web Portal Documentation
Integrated Vendor Interface Specification Document (IVISD)
Test Reports
Functional Demonstration and Report - pre-UAT
Certification for Pilot Test - post-UAT
Pilot Evaluation - conference call
Certify Phase Completion - post-Statewide Rollout
New WIC Card Design

PMO Deliverables
Consolidated Project Management Plan
Consolidated Project Schedule
Project Workbook - Issues, Risks, Action Items, Decisions Made
Project Status Reports
Meeting Notes



ATTACHMENT H

**Federal Provisions**

<p><b>Ownership, Licensing and Intellectual Property Rights</b></p>	<ul style="list-style-type: none"> <li>• Tangible property provisions (e.g., equipment purchased with the contract) (7 CFR 277.18(l)(2))</li> <li>• Intangible property provisions (7 CFR 277.18(l))             <ul style="list-style-type: none"> <li>○ Federal Ownership License (7 CFR 277.18(l)(1)(ii))</li> <li>○ Copyright licensing (7 CFR 277.18(l)(iii))</li> <li>○ State agency ownership of intellectual property (7 CFR 277.18(l)(1)(i))</li> <li>○ Indemnification provisions of patents and copyrights</li> </ul> </li> <li>• Jointly developed materials provisions</li> <li>• For details, see Handbook 901, Appendix 17</li> </ul>
<p><b>FNS-Required Provisions (based on 2 CFR 200 Appendix II Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)</b></p>	<ul style="list-style-type: none"> <li>• Compliance with Executive Order 11246 related to Equal Employment Opportunity</li> <li>• Compliance with Clean Air Act (42 U.S.C. 7401-7671q.)</li> <li>• Compliance with Clean Water Act (33 U.S.C. 1251-1387)</li> <li>• Compliance with Anti-Lobbying Act</li> <li>• Compliance with Americans with Disabilities Act</li> <li>• Compliance with Drug-Free Workplace requirements</li> <li>• Compliance with Suspension/Debarment requirements</li> <li>• FNS has royalty-free rights to use software and documentation developed.</li> <li>• For details, see Handbook 901, Appendix A11.</li> </ul>

Additional federal procurement standards may be found at 7 CFR 277.14.

Offeror must return any documentation to certify the compliance with these requirements.

ATTACHMENT I  
**OFFEROR'S CHECKLIST (JUN 2007)**

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

- Review this checklist prior to submitting your bid/proposal.
- If you fail to follow this checklist, you risk having your bid/proposal rejected.
  
- Do not include any of your standard contract forms!
  
- Unless expressly required, do not include any additional boilerplate contract clauses.
  
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
  
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
  
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
  
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
  
- Make sure your Bid/proposal includes the number of copies requested.
  
- Check to ensure your Bid/proposal includes everything requested!

If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.  
[09-9010-1]