



Request for Proposals

Solicitation Number **RFP-2441**
Date Issued **05/22/2025**
Purchasing Officer **Paul MacDonald**
Phone **(843) 661-1134**
E-Mail Address **pmacdonald@fmarion.edu**

DESCRIPTION: **Provide Medical Billing and Credentialing for Francis Marion University Clinics, and Provide Electronic Health Record for Center for Speech Language Hearing**

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): **07/16/2025 at 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **06/16/2025 at 2:00 PM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED – provide all of the following:

1. **One original, four copies, and additional redacted copy of Medical Billing and Credentialing per Section IV, sealed in separate envelope labeled 'Medical Billing and Credentialing'**
2. **One original, three copies, and additional redacted copy of EHR per Section IV, sealed in separate envelope labeled 'EHR'**
3. **One original copy of Price Proposal per Section IV, sealed in separate envelope labeled 'Price Proposal'.**

SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.

MAILING ADDRESS:

**Francis Marion University
Purchasing Office
P.O. Box 100547
Florence, SC 29502-0547**

EXPRESS SHIPPING ADDRESS:

**Francis Marion University
Central Receiving
4822 E. Palmetto Street
Florence, SC 29506**

HAND-DELIVERY:

**Francis Marion University
Purchasing Office (Room 102)
Stokes Administration Building
4822 E. Palmetto Street
Florence, SC 29506**

CONFERENCE TYPE: **N/A**

DATE & TIME: **N/A**

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

LOCATION: **N/A**

**AWARD &
AMENDMENTS**

Notice of Intent to Award will be posted at the Physical Address stated above on **08/07/2025** The award, this solicitation, and any amendments will be posted at the following web address:
<http://www.fmarion.edu/about/solicitationsawards>

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY:
(Check one)

AUTHORIZED SIGNATURE

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

TITLE (Business title of person signing above)

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

PRINTED NAME (Printed name of person signing above)

DATE SIGNED

(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION

(If Offeror is a corporation, identify the state of Incorporation.)

PAGE TWO

(Return Page Two with Your Offer)

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

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

| | | | | | | | |
|--|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
| ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision) | | | | | | | |
| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
| | | | | | | | |
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|---|----------------------|----------------------|----------------------|-------------------------|
| DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____ Calendar Days (%) |
|---|----------------------|----------------------|----------------------|-------------------------|

PREFERENCES DO NOT APPLY WITH THIS SOLICITATION: Per Section 11-35-1524(E)(5) preferences do not apply to procurements conducted pursuant to Section 11-35-1530 of the South Carolina Consolidated Procurement Code.

NOTE: Remote demonstrations for up to the three highest rated responsible and responsive Offerors (as determined by evaluating the Offeror's proposals) will be scheduled for August 5, 2025 between 9:30 am and 12:30 pm EST for Medical Billing, and August 6, 2025 between 9:30 am and 12:30 pm for EHR. Each Offeror will be required to provide their remote demonstrations during these designated dates and times. No other dates will be available for remote demonstrations.

Please see the Deadline for receipt of questions regarding this Solicitation on the cover page of this document. To submit questions or request additional information, send your written question/request to be received in the Francis Marion University's Purchasing Office no later than the date and time shown on the cover page.

Send Questions to: Mail: **Francis Marion University**
Stokes Administration Building Room 116C
PO Box 100547
Florence, SC 29502-0547
Attn: Paul J. MacDonald

*Email: pmacdonald@fmarion.edu

Mark Envelopes, faxes or emails: **Questions: RFP-2441 – Medical Billing and Credentialing for Francis Marion University Clinics, and Electronic Health Record for Center for Speech Language Hearing**

*E-mail is the preferred method for receiving questions.

Note Regarding Bids:

FRANCIS MARION UNIVERSITY WILL NOT ACCEPT E-MAILED OR FAXED BIDS IN RESPONSE TO THIS SOLICITATION. SEALED BIDS REQUIRED.

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work/Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. General**
 - B. Special**
- VIII. Bidding Schedule/Cost Proposal**
- IX. Attachments to Solicitation**

I. SCOPE OF SOLICITATION

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]

The purpose of this Contract is to secure for Francis Marion University (University) a medical billing system to satisfy the needs of the Center for Speech, Language, and Hearing (CSLH), and Psychology Clinic (PC), and to provide an Electronic Health Record (EHR) system for the CSLH. The university is not pursuing an EHR for its PC.

FMU is located east of Florence, South Carolina, and is a co-educational four-year university with an approximate enrollment of 4,000 students.

The term of the contract is for one (1) year with up to four (4) additional one-year optional renewal terms and is expected to begin **09/01/2025**.

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 09/01/2025. End date: 08/31/2030. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

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 (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]

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order

to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

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]

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 (MAY 2019):

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

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]

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 visit 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>)<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]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

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

SIGNING YOUR OFFER (JAN 2004)

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

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

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410.

You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

[02-2A125-3]

STATE OFFICE CLOSINGS (JAN 2004)

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

[02-2A120-2]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at 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 (FMU March 2023):

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]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

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

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

ELECTRONIC COPIES -- REQUIRED MEDIA AND FORMAT (FMU MAY 2025)

In addition to your original offer, you must submit an electronic copy or copies on USB Drive, as per Page 1 of this solicitation. Submit the number of copies indicated on the cover page. 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 multiple sets of copies are provided, copy in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

MAIL PICKUP

The University picks up all mail from The US Postal Service once daily (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

PROTEST - CPO - MMO ADDRESS (JUN 2006):

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest mmo@mmo.state.sc.us

(b) by facsimile at 803-737-0639 , or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

ONLINE DEMONSTRATION (FMU MAY 2025)

Upon receipt of proposals on the due date and time listed on page 1, proposal(s) will be initially reviewed to determine if proposal(s) are responsive and responsible. Responsive and responsible offers will then be scored by evaluation committee. A maximum of three highest rated proposals that could qualify to be rated as the overall highest rated proposal will be contacted by e-mail to set up online demonstrations scheduled within the times cited on page 2 of the Cover Page. *Demonstrations shall not introduce any new information which was not already included in the proposal.* Two separate demonstrations will be required to fulfil the demonstration requirement of the RFP herein:

- EHR Demonstration: Length of EHR demonstration is limited to 30 minutes of demonstration, with an additional 15 minutes for questions. Offeror's demonstration shall be included as material along with proposal in determination of the winning proposal.
- Medical Billing / Credentialing: Length of Medical Billing / Credentialing demonstration is limited to 30 minutes of demonstration, with an additional 15 minutes for questions. Offeror's demonstration shall be included as material along with proposal in determination of the winning proposal.

III. SCOPE OF WORK/SPECIFICATIONS

Francis Marion University (FMU) is accepting bids for: A contractor to provide medical billing and credentialing services which includes a practice management system for the University's Center for Speech, Language, and Hearing (CSLH), and FMU Psychology Clinic (PC), and to provide an Electronic Health Record (EHR) for the Center for Speech, Language, and Hearing.

FMU's CSLH and PC present medical billing and credentialing provider is American Exchange. For its existing EHR needs, the FMU CSLH utilizes AdvancedMD, and the FMU PC uses ReThink Autism.

The university is soliciting for a comprehensive medical billing, credentialing, and practice management provider to provide affordable service for the CSLH and PC. The university requires that the contractor provide an EHR suitable for the FMU CSLH. The comprehensive medical billing, credentialing, and practice management solution must be compatible with the PC's existing ReThink Autism EHR.

The Francis Marion University Center for Speech, Language, and Hearing has been in operation since Fall 2018; its NPI number is 1538750880. The Center for Speech, Language, and Hearing is a speech, language, pathology clinic. The Francis Marion University Psychology Clinic has been in operation since 2020; its NPI number is 1366033607. The Psychology Clinic is an applied behavior analysis clinic.

Existing practicing clinicians for each of these clinics have National Provider Identifier numbers. There are approximately three clinicians in the FMU CSLH and approximately two clinicians in the FMU PC. The university approximates that it could increase the number of clinicians in each respective clinic to as many as five. The university does not guarantee the number of clinicians to be maintained in either clinic. The clinics do not utilize Extended Providers. There are no physicians on either of the clinic's staffs.

The FMU CSLH is in the Leatherman Medical Education Complex. The FMU CSLH is a BabyNet provider but does not provide services outside of its existing clinic location. The financial goal of the FMU CSLH is primarily to cover its expenses.

The FMU PC has two locations: the Richardson Center for the Child (for children ages five and under), and the Carter Center for Health Sciences (for children over five years of age). The financial goal of the FMU PC is primarily to cover its expenses.

The purpose of the FMU CSLH and PC is to provide a practical environment for students to obtain required experiential hours to obtain their degree in the related discipline. The university does market its clinics with the intent of maximizing their number of clients. The university does not have an expected number of therapy hours provided per week.

The Clinic's revenues spanning the past three fiscal years (July 1 to June 30 respectively) follow:

| | Center for Speech, Language, and Hearing | Psychology Clinic |
|---------------------------|--|-------------------|
| FY 2025 through 3/14/2025 | \$4,515.77 | \$24,316.98 |
| FY 2024 | \$18,965.62 | \$38,512.91 |
| FY 2023 | \$4,669.00 | \$9,587.75 |

The Clinic's revenues with claims data spanning the calendar year 2024 follow

| | Center for Speech, Language, and Hearing | Psychology Clinic |
|-----------------------|--|-------------------|
| Total Revenue | \$9,967.12 | \$35,738.21 |
| Claims | 257 | 114 |
| Avg Claims per month | 21 | 10 |
| Avg Revenue per month | \$830.59 | \$2,978.18 |
| Avg Revenue per claim | \$38.78 | \$313.49 |

Each clinic will have a designated person responsible for the following: scheduling appointments, pre-registration, collection of copays, copying insurance cards, and uploading new patient forms in the practice management system, reconciliation of day-to-day billing changes, and ICD-10 coding. The University has a single designated bank account for all payers checks to be deposited.

Responsibilities of Contractor:

During the term of this Agreement, contractor shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers to the University for its Center for Speech, Language, and Hearing, and Psychology Clinic. Contractor shall also provide credentialing for the University and its individual clinicians. Training and support for proposed solution will be required as part of the agreement. Contractor will provide services in compliance with all applicable state and federal laws and regulations.

Contractor shall not impose responsibilities upon the University to manage any expectation of the scope of work herein. University's Campus Technology can give guidance on existing systems but will not be held responsible for migration of data, installation of systems, or ongoing application/trouble shooting of proposed solution for the entirety of the agreement.

As an educational institution, the University expects that students in academic programs related to the existing clinics, as a benefit of the University maintaining the FMU CSLH and FMU PC, will learn how to bill services. While access to actual data entry for students is preferred, read only access to the billing system and to the provided EHR practice management system is necessary to facilitate student understanding of these systems. There are approximately 40 students associated with learning from the FMU CSLH and approximately 30 students associated with learning from the FMU PC.

The university may add future clinics to serve departments such as Occupational Therapy and Physical Therapy. There is no set or confirmed timeline by the university for the addition of such clinics. Should the university add these clinics or other therapy related clinics at a later date, the university may negotiate with the winning contractor to add services as described herein for any added clinic. The university reserves the right at its discretion to solicit separately for services for said added clinics.

Services shall include but not be limited to: (1) preparing and submitting initial and secondary claims and bills for University to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and clients or other entities, (as contractor, in its sole discretion deems appropriate); (3) issuing up to three client statements for all unpaid balances; and (4) referring accounts which have not been collected during the contractor's normal billing cycle to an outside collection agency only when directed by the University.

Contractor is responsible for creating and maintaining applications/processes to automate the ongoing integration of transactions between the Medical Billing & EHR systems.

I Medical Billing

- Medical Billing service provided shall be compatible with Electronic Health Record systems and related Practice Management Systems designed to support Speech, Language, and Hearing; and Applied Behavior Analysis clinics.
 - Medical Billing service shall be compatible with offeror's proposed EHR for CSLH.
 - Medical Billing service shall be compatible with the PC's EHR – ReThink Autism.
- Contractor will provide assistance and guidance to the University to maintain Medicare and Medicaid eligibility and support. This includes completing and submitting applications and all other required paperwork for Medicare and Medicaid. University will provide all necessary information needed to ensure accurate and timely completion of required forms and related paperwork, e.g. required signatures from an authorized representative of the FMU CSLH or FMU PC respectively.
 - Electronic filing is the required method of filing primary Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other guarantors, as applicable. Otherwise, paper invoices may be issued directly to appropriate patient guarantors.
 - On-line portal for clients to review their records and to make credit or debit card payments preferred.
- Contractor will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for clinical services that
 - is received by contractor and supported by a record that contains all necessary and accurate information
 - has been reviewed and any identified issues sent to University for remediation have been rectified
 - is for a client encounter that has been electronically signed off by the University.
 - has been reviewed by the University and deemed ready for billing; and
 - is not subject to a billing hold.
 - Note: Contractor shall provide detail to the university as to how to remediate incomplete claims so that claim may be completed and submitted by contractor, e.g. encounter not signed off by university official, notes do not support ICD code.
- Contractor will not have responsibility for any adverse impact to client that may result from any University delay in completing claims.
- Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by contractor to the client. Contractor will send up to three client statements to the client or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once the University has submitted all necessary information, contractor will bill all uninsured patients directly.
 - An account will be considered uncollectable if three separate attempts by the contractor to collect payment is unsuccessful.
 - Contractor shall notify the university of all uncollectable accounts.
- Contractor is responsible for ensuring that collection activity conforms with the requirements of all applicable laws or regulations.
- Contractor shall notify University of
 - all client complaints about clinical services within two (2) business days of receipt;
 - all client complaints about billing within ten (10) business days of receipt; and
 - all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which the University contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits contractor from disclosing its inquiry to Client.
 - Billing will not begin for above scenarios until contractor has provided University with five (5) business days written notice of an issue described in 1 and or 2 above and an opportunity to correct.
- Contractor is appointed as the agent of the University under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with entities to facilitate its duties. Contractor will have no authority to pledge credit, contract, or otherwise act on behalf of the University except as expressly set forth herein.
- Contractor must provide assistance regarding any audits related to university clinics billing or collections activity, including any reports, statements, or explanations, at no additional charge.

- For the University's service dates that occurred prior to the mutually agreed go live date for the Services, the University agrees and understands that contractor is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between the University and Contractor, the University is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.
 - At a later date, upon mutual agreement between the University and the Contractor, the contractor may assume responsibility for the proper billing and accounting of any remaining balances related to service dates that occurred prior to the University's go-live date with the Contractor.
- Electronic Remittance Advice highly desired.
- Contractor shall provide on demand access via portal or otherwise, at least for the following details:
 - Explanation of Benefits
 - Specific detailed denial reasoning from insurer,
 - If 'Preauthorization not obtained', an explanation of what Preauthorization was missing that prevented payment from insurer.
 - Remittance Advice detailed by Patient/Client
 - Remittance Advice summaries
 - Super Bills
 - Revenue Reports
- Patient Portal availability preferred but not required.
- For HIPAA purposes, access to information shall be appropriately restricted to allowable information for clinicians and clinic managers, versus allowable information for accounting and others.
- The university prefers access to insurance provider portals to verify eligibility and benefits of insurance for clients.
- Contractor will reasonably assist the University in responding to Payer Inquiries which occur in the normal course of the University's clinic(s) operations, and arise from Contractor's provision of the Services. If Contractor and the university mutually determine that:
 1. a Payer Inquiry is outside the normal course of University's clinic(s) operation; or
 2. a Payer Inquiry does not arise from the Services provided by Contractor
 Then the university will work to mutually agree with the contractor regarding the handling those services, and any potential additional charges related to those services.

Reporting availability and requirements

Reports shall be provided to the Clinic Director, and the Clinic Manager for each clinic respectively.

Daily Reports for each clinic shall include separate revenue reports showing all activity for each clinic occurring for the day. At a minimum, the report shall detail:

- a) Revenue received from all billing and collection activities, including deposit reports.
- b) Any adjustments to the account.
- c) Any releases or refunds to be debited from the account.
- d) Insurance denials including code or reasoning for denial.

Weekly Reports for each clinic shall include, at minimum, the following:

- a) Revenue report showing all services billed. At a minimum, the report shall include date of service, incident number, patient name, origin, destination (if applicable), procedure code and gross charges.
- b) Report showing services that cannot be billed including the reason the service cannot be billed.
- c) Report or other data indicating reason for a claim being incomplete due to missing/inaccurate input from University official, e.g. client encounter not signed off, encounter improperly coded.
- d) Report showing the number and amount of claims filed to Medicare and Medicaid, including the confirmation information from Medicare or Medicaid acknowledging receipt of the claim.
- e) Reconciliation reports showing the amount of cash receipts posted and how the amount ties to each bank deposit. The report shall include an explanation of any cash that is unable to be posted and shall include the reason.
- f) Report indicating all accounts deemed 'uncollectable'

Monthly Reports for each clinic shall include, at minimum, the following:

- a) A revenue report showing all services billed. At a minimum, the report shall include the date of service, incident number, patient name, origin, destination (if applicable), procedure code and gross charges.

- b) An outstanding aged accounts receivable report sorted by payer including a total outstanding aged report. The report should show four (4) categories of outstanding accounts: 30, 60, 90 and more than 120 days outstanding. The report shall also show the last date of activity on the account. The report shall break down the categories into the current financial class of the account (where the next dollar payment is expected from).
- c) A monthly listing of all refund requests processed for the month.
- d) Reports of all accounts returned to the university clinics deemed “uncollectable.” An account is considered uncollectable if three separate attempts by the contractor to collect payment is unsuccessful.
- e) Report of all account denials sorted by payer and then by type of denial.
- f) Report of all claims denied by Medicare and Medicaid.
- g) Report of any and all disclosures or releases of data or information and the reason there for.
- h) Receivables reconciliation for the previous month period.

Changes to Reporting timelines may only be made if agreed upon in writing between the contractor and the university.

II Credentialing

- Provide and maintain all required credentials for Francis Marion University including the FMU Center for Speech, Language, and Hearing (FMU CSLH) and FMU Psychology Clinic (FMU PC).
 - Clinicians of the CSLH practice as Speech Language Pathologists.
 - Clinicians of the PC practice as Applied Behavior Analysts.
- Provide and maintain credentialing for individual clinicians of the FMU CSLH and FMU PC.
- Provide and maintain credentialing for clinicians added throughout the contract period.
 - PC clinicians are credentialed to the following insurers:
 - Medicaid South Carolina
 - Molina of South Carolina
 - Select Health
 - BlueCross BlueShield of South Carolina
 - Cigna
 - Aetna
 - Absolute Total Care/WellCare
 - CSLH clinicians are credentialed to the following insurers:
 - BlueCross BlueShield of South Carolina
 - South Carolina Medicaid
 - Humana
 - Molina
 - First Choice by Select Health (prior authorization for service required)
 - Tricare East / Humana Military
 - BabyNet
 - Aetna
 - Pee Dee BlueCross BlueShield
- At a minimum, contractor shall be capable of credentialing the FMU CSLH and FMU PC clinicians, and credential the University as necessary, for the following insurers:
 - Absolute Total Care
 - Aetna
 - Aetna/Coventry
 - Blue Choice Health Plan
 - Blue Cross Blue Shield of South Carolina
 - Blue Cross Blue Shield Choice
 - Blue Cross Blue Shield State
 - Blue Cross Blue Shield Federal
 - Bright Health
 - Cigna
 - First Choice by Select Health
 - HS – Absolute Total Care, Inc. (Ambetter)
 - HS – Bright Health Company of South Carolina
 - HS – Molina Healthcare of South Carolina
 - Medcost

- Medicaid and Managed-care Medicaid
 - Medicare
 - Tricare
 - United HealthCare
 - WellCare
- Contractor may utilize a third party for its credentialing offering, however, the contractor remains the contact for all needs related to credentialing of its clinicians.
 - Changes to a subcontracted credentialing provider shall only be made with written consent from the University.
- Correspondence regarding the proposed contractor's bid for the awarded contract shall go through the contractor. In the event of any work or issues regarding a third party contractor offering (credentialing provider) as part of the product, coordination and correspondence for any said work or issues will be between the University and the contractor with exceptions allowed only at the discretion of the University.
- Credentialing of an individual clinician shall take no longer than 90 days to final credential for active practice by that clinician.
- Clinician re-credentialing must be completed by Contractor to maintain status with various health networks ensuring seamless certified practice by the clinician.
- Clinician re-attestation must be completed by Contractor to maintain status with various health networks ensuring seamless certified practice by clinicians.
- At a later date, university may work with contractor to arrange for credentialing clinicians for future University clinics which are yet to be established.
 - The University may add a clinic for a future Physical Therapy program, however the timeline to initiate a clinic associated with this program is unknown.

III Electronic Health Record for Center for Speech, Language, and Hearing

The Center for Speech, Language, and Hearing seeks to obtain an intuitive and easily navigated Electronic Health Record oriented toward a therapy practice. Contractor shall work with existing EHR provider to migrate all existing EHR data to the new EHR.

EHR must have the following capabilities:

- Able to import existing records from the university's current EHR – AdvancedMD.
- Develop, code, and migrate all existing records from the university's current EHR-AdvancedMD application to the new EHR.
- Automated billing for streamlining the billing process and ensuring accuracy of insurance claim submissions.
- Compatibility with offeror's proposed Medical Billing solution.
- Task Management
 - Auto create tasks and reminders for documentation, authorizations, and verifications.
- Control workflows for
 - Documentation
 - Authorizations
 - Verifications
- Able to provide reports and analytics that will allow clinic to view detailed elements of records.
- Contain pre-made forms that include referrals, evaluations, and progress notes.
 - Forms shall be capable of feeding into each other, e.g. goals to carry over from Plan of Care to Progress Notes.
 - Service types and minutes should feed to charge slips to minimize billing errors.
- EHR shall include a Practice Management tool supporting:
 - Scheduling of the clinic
 - Scheduling by individual clinician,
Note: Scheduling by location and room highly desired.
- Customer Support
 - Support for application of EHR shall be available during and *after* implementation
 - Availability on weekdays by phone at a minimum between hours of 8:00 am to 5:30 pm
 - Availability via online chat highly desired.

- Availability via e-mail with response no later than 24 hours during business hours/days e.g., email Friday of a non-holiday weekend at 3:00 pm, response no later than 3:00 pm on the following Monday.

Preferred capabilities of EHR solution:

- Client Portal for ease of engagement with client, and for encouraging an active role of client in their care:
 - Client capability to upload paperwork
 - Client capability of viewing/paying their bills online
 - Client capable of viewing upcoming appointments
- Client Appointment Reminders
- Mobile friendly access for clinicians and clients.
- Provided EHR shall not have required minimums of throughput.

IV. Additional Requirements

Accounts Receivable

- Contractor shall provide support to transfer open accounts receivable from the existing medical billing system provider to the new medical billing system. The existing billing provider is American Exchange.
- Develop, code, and migrate the existing medical billing provider's system to the proposed medical billing system.
- In the event of subcontractor involvement as part of this proposal, the University requires that all billing come from, and all payments be made to the contractor provider. The university is not entertaining the possibility of paying multiple vendors as part of this agreement.
- All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the University to receive such payments and as to such account only the University, through its officers and directors, shall have access.
- Contractor shall comply with University funds transfer policies concerning payment receipt procedures (check, credit card, EFT, cash)

Additional Charges not allowed

- University members shall not be charged for routine calls and or e-mails to contractor or its associated third party providers.
- University shall not be charged for implementation costs *greater than* the amount(s) stated in contractor's Price/Business plan proposal.
 - In the event that additional implementation requirements are identified over and above those stated in the solicitation and contractor's proposed solution, the university will mutually negotiate with the contractor regarding these associated costs.

Compatibility

- Proposed Medical Billing solution shall be fully compatible with Proposed EHR solution. University shall not be responsible for managing or creating, obtaining, or managing api or other proposed solutions necessary for seamless interaction between EHR solution and Medical Billing solution.
- Proposed Medical Billing solution shall be fully compatible with University's existing ReThink Autism EHR. University shall not be responsible for managing or creating, obtaining, or managing api or other proposed solutions necessary for seamless interaction between the University's existing ReThink Autism EHR solution and Medical Billing solution.
-

Confidentiality

- Contractor shall maintain the confidentiality of all data and information concerning the University's practice, its clients as well as its billings and collections.
 - Disclosure of such information shall only be to the extent authorized by the clinician and or the University as necessary to carry out the purposes of the written agreement.

- The contractor shall comply with and observe all laws relating to the confidentiality of client records and information.

Contractor limits of responsibility

- As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that contractor will only prepare claims for the University and will not negotiate checks payable or divert electronic fund transfers to the University from Medicare, Medicaid or any other government funded program.
- The Services provided by contractor to the University under this Agreement are conditioned on the University's fulfillment of the responsibilities set forth in this Agreement.
- Contractor shall not have responsibility for providing the following services:
 - Determining the accuracy or truthfulness of documentation and information provided by the University;
 - Providing services outside the contractor billing system, except as otherwise described in this solicitation.
 - Submitting any claim that contractor believes to be inaccurate or fraudulent; or
 - Providing any service not expressly required of contractor by this agreement.

Deposit of Funds

- Checks and payments for services rendered by the University shall be made out to Francis Marion University and deposited into the designated University bank account in compliance with Medicare, Medicaid, and any other government funded sets of rules or regulations.

Errors and Omission (E&O) Insurance (required)

- The billing company shall acquire and maintain sufficient insurance coverage against theft, dishonesty or infidelity of the billing company, its officers and employees. Contractor shall instruct its insurer to provide Certificate of Insurance directly to the University, and to the FMU CSLH and the FMU PC respectively. COI shall be sent directly from the insurer to the FMU CSLH and FMU PC.

Independent Status

- The contractor and the University are at all times acting as independent contractors and that neither are employees or agents of the other.
- The contractor and the FMU CSLH are at all times acting as independent contractors and that neither are employees or agents of the other.
- The contractor and the FMU PC are at all times acting as independent contractors and that neither are employees or agents of the other.
- The contractor and any clinics added by the University at a later date are at all times acting as independent contractors and that neither are employees or agents of the other.
- The contractor and its employees and agents shall have no claim against the University for workers' compensation, unemployment insurance, pension or profit sharing, or any other employee benefits, all of which should be the sole responsibility of the billing company.
- The contractor shall indemnify and hold each party harmless against any claims, penalties, damages or lawsuits that either party suffers as a result of the contractor's failure to make withholdings and contributions as required by federal and state law.

Information Technology:

- Offering shall be fully contractor hosted.
- System must maintain compliance with Health IT Certification Criteria, HITECH Act, and HIPAA Laws.
- Contractor's offering shall remain current with State and Federal regulations, and requirements.
- Contractor is responsible for developing, coding, maintaining, and supporting all programs necessary to automate the integration of data and transaction posting between the new Medical Billing and EHR systems.
- Contractor must stay apprised of and abide by current statutory requirements.

- The system must have disaster recovery and backup capabilities.
- The system must be able to send and receive encrypted sensitive data using secure protocols.
- The medical billing system, and EHR practice management system data must all reside in the contiguous United States.
- All data generated by and stored in the EHR practice management system and the contractors medical billing system are owned by the University.
- Contractor shall maintain and provide appropriate storage and data back-up for all billing records pertaining to the services provided by contractor hereunder. Upon written notice from the University, contractor shall make such records accessible to the University during contractor business hours no later than five (5) business days after the provided written notice. Upon termination of this Agreement, data pertaining to the services shall be returned to the University. Notwithstanding anything to the contrary herein, the University acknowledges and agrees that the contractor is not a custodian of clinical records nor a clinical records repository. The University is responsible for maintaining all clinical records.
- Contractor shall provide details regarding disaster recovery and backup capabilities at the request of the University.

Integration

- This contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, except as specifically set forth within the contract.

Liability of Errors

- The contractor is liable for any loss or damage that the University suffers as a result of any error, delay or failure of the service in connection with its billing and collection obligations under the agreement.
- The contractor shall indemnify and hold the university and its clinics harmless against any and all claims from any third parties arising out of the billing service's erroneous handling of any claim on behalf of the University, its unauthorized use or disclosure of any medical information received by the University, or its breach of or failure to perform any provision of this agreement.

Medical Billing System Software and Data Transferability

- Contractor's proposed billing program shall be capable of managing multiple fee schedules.
- If necessary, contractor shall be capable of managing payments associated with capitation payment programs.
- Contractor's billing system shall also have the capability to allow data to be transferred to another system in the event that the agreement expires or is terminated.
 - At the direction of the University, data shall be transferred to another system or provided to the University directly. The University will work to a mutual agreement with the offeror on the format of data transfer, or the method of transfer to another system.

Point of Contact

Contacts with direct phone and e-mail for the awarded contractor shall be provided to the University for each of the following functions:

- Medical Billing (for University Accounting team and Clinic members)
- Credentialer (for Clinics)
 - If Credentialer is a third party, direct contact at EHR is required.
- Electronic Health Record (for Clinics)
 - If EHR is a third party, direct contact at EHR is required.
- Additional contacts should be provided on an as needed basis

Contractor shall notify the university immediately regarding changes to contractor point(s) of contact.

Prompt notice required

- Contractor shall notify the university immediately regarding any contracted or industry wide issues that may delay or alter service to the University.

Protection and Limits to service

- In the event that more than three (3) statements are necessary to collect on an account, contractor shall consult the University clinic respectively for a determination on processing said account prior to sending subsequent statements for that account.
- Contractor shall rebill Medicare for approved or denied claims billing company only when reasonably necessary.
- Contractor shall notify the clinic of any correspondence from Medicare or other third party payers for notices including but not limited to improper claims.

Subcontracting

- Contractor shall not assign or delegate any rights or obligations under the agreement without first obtaining the written consent of the University.
- All correspondence regarding the proposed contractor's bid for the awarded contract shall go through the contractor. In the event of any work or issues regarding a third party contractor offering as part of the product, all coordination and correspondence for any said work or issues will be between the University and the contractor with exceptions allowed only at the discretion of the University.
- Third party agreement(s) associated with the Offeror's proposal shall be included with all proposal materials as part of the Offeror's proposal.
- In the event of the involvement of a third party agreement as part of this proposal, the University requires that payments be made as a payment to the contractor provider and the contractor would then pay the third party as part of that singular payment.
- Third party agreement(s) must meet all of the terms indicated in this Request for Proposal and must comply with South Carolina law. A proposed third party agreement which does not meet all of the terms of this Request for Proposals or which does not comply with South Carolina law may render the entire proposal non-responsive and therefore that bid may no longer be considered as a valid bid for this solicitation.

Termination

- The University may terminate the contract at any time with or without cause upon 90 days with prior written notice.
- Upon the expiration or termination of the agreement the billing service shall diligently continue to work the remaining accounts with outstanding balances for 90 days.
- Any FMU CSLH, FMU PC, and/or its individual clinician's confidential business records must be returned upon termination/expiration.
- Upon expiration or termination of the agreement the contractor shall provide the clinician with the original or copies of all information concerning the practice's billings and collections which have not already been provided to the clinics or clinicians, including any electronic media containing such information, at no extra cost.
- Required data returned to the FMU CSLH or FMU PC as described herein shall be readily transferable to the university's computer system. Such transfer shall be coordinated with the University's Chief Information Officer or his designee and, the Chair of the Department of Speech Language Pathology Dr. Frances Burns or her designee, or the Chair of the Department of Psychology Dr. Crystal Hill-Chapman or her designee, respectively.
- Upon expiration or termination of the agreement contractor shall, at the discretion of the university and at no expense to the university, transition medical billing, EHR and any other relevant data to an updated assigned medical billing provider, and an updated EHR provider.
- In the event the University chooses to use another vendor, the Contractor is responsible for providing the data to the University in a required format necessary to enable a smooth transition.

V. Project Initiation

- No later than five business days after the issuance of the Purchase Order to the winning contractor, the successful contractor will schedule and lead a Project Initiation Meeting between the successful contractor, University staff, and major stakeholders to introduce the Project Schedule and approach and discuss the project's goals and objectives. The meeting may be held on the phone unless another

method for this meeting is mutually agreed upon by the contractor and the University. At a minimum, the Project Initiation Meeting will cover the following areas:

- Introduction of key members of contractor's team, and the University point(s) of contact.
- Timeline for implementation of contractor offering
- Define data and other information for which the University should provide to the contractor for successful implementation of the project.

DELIVERY / PERFORMANCE LOCATION – SPECIFIED JAN 2006): After award, all deliveries shall be made and all services provided to the following addresses, unless otherwise specified:

**Carter Center for Health Sciences
200 West Evans Street
Florence, SC 29501**

**Leatherman Medical Education Complex
201 West Evans Street
Florence, SC 29501**

The University may add clinics for additional disciplines at a later date. If mutually agreed upon and confirmed in writing, awarded contractor will be the provider of all services herein for any added clinics. The university reserves the right to seek a provider other than the awarded contractor for those services.

Offeror must comply with the following and any attached specifications in providing the goods or services defined herein:

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to:

**Marilyn McClam Mack
Coordinator of Clinical Education – Speech Language Pathology
(843) 661-1664
marilyn.mcclammack@fmarion.edu**

Or

**Jamia Montgomery
Clinical Coordinator of Behavioral Health
(843) 661-1666
Jamia.montgomery@fmarion.edu**

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015):

You shall submit a signed Cover Page and Page Two. When you submit your offer on electronic media, 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]

The Medical Billing/Credentialing technical proposal and EHR technical proposal should be (preferably) tabbed for easy access to each section; and arranged in the following order. Offerors should restate each of the items below and provide their response to that item immediately after.

The technical proposals shall not contain reference to cost. Response shall address clearly and should be presented in the listed order:

Technical Proposals:

A total of five (5) Medical Billing/Credentialing Technical proposal copies shall be submitted, to include the following:

One (1) original, bound in a ring binder or in a manner where it shall be easily integrated into the office file.

Four (1) copies, affixed by staple, folder, comb, or other binding, which is slim, portable, and easily transported and stored with multiple proposals.

One (1) copy on a flash drive or other USB device shall be included. Flash drive may be cumulative including all items on a single flash drive.

NOTE: Offerors are STRONGLY ENCOURAGED to submit an additional redacted copy of their Technical Proposal on the flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [Reference 04-4030-2]

A total of four (4) EHR proposal copies shall be submitted, including the following:

One (1) original, bound in a ring binder or in a manner where it shall be easily integrated into the office file.

Three (3) copies, affixed by staple, folder, comb, or other binding, which is slim, portable, and easily transported and stored with multiple proposals.

One (1) copy on a flash drive or other USB device shall be included. Flash drive may be cumulative including all items on a single flash drive.

One Price Proposal copy shall be submitted, to include the following:

One (1) original, bound in a ring binder or in a manner where it shall be easily integrated into the office file.

One (1) copy on a flash drive or other USB device shall be included. Flash drive may be cumulative including all items on a single flash drive.

NOTE: Flash drive may be cumulative including all items on a single flash drive as long as files are separate on the single flash drive e.g. Medical Billing / Credentialing Technical Proposal, Medical Billing / Credentialing, Price/Business Proposal.

NOTE: Offerors are STRONGLY ENCOURAGED to include an additional redacted copy of their Medical Billing/Credentialing Proposal and EHR Proposal on the flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [Reference 04-4030-2]

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

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

[04-4005-1]

To be considered for award, all proposals must include, at a minimum, the following information. Offeror should describe in detail how the proposed services meet each requirement in Section III. Scope of Work/Specifications. Proposals should include but not be limited to Section III. Scope of Work/Specifications. Offeror's response should follow the outline used in this RFP including individually restating each item then addressing that item in Section III. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.

Offeror's response should follow the outline used below in this RFP with all information presented in the exact listed order:

1 Medical Billing and Credentialing (provide one original, four copies, and additional redacted copy sealed in separate envelope labeled 'Medical Billing and Credentialing')

Section I – Introductory Documents

- Cover Page (2 pages) of this solicitation including acknowledgement of any Amendments (if necessary). The cover pages must be signed by a person having the authority to commit the offeror to a contract.
- Executive Summary – A one page document that briefly describe the Offeror's proposed solution (including Medical Billing, Credentialing, and EHR). This summary shall highlight the major features of the proposal. The reader shall be able to determine the essence of the proposal by reading the executive summary.

Section II – Proposed Approach

Restate sections I, II, and IV (Medical Billing, Credentialing, and Additional Requirements) of Scope of Work in order with point by point response to each item from those sections. Each response shall clearly indicate whether your proposal meets or exceeds these minimum requirements. Offeror shall detail the methods used to meet or exceed each requirement. Additionally, provide the following:

- Description of the proposed implementation methodology.
- Detail of the description of the procedure for the migration of existing data, and transition from the existing Medical Billing provider to the offeror's solution
- Implementation schedule including timeline to conclusion of implementation and training on the offeror's solution.
- Explain solution's proposed compatibility regarding elements stated herein.
- Description of plan regarding training of users of the offeror's solution.
- Detail of the methods used to ensure the security and protection of data including compliance with HIPAA and other relevant information security regulations.
- Examples of on-line screens, conversion work plans, training outlines and other relevant documentation related to the proposal. All data elements should be identified.
- Types of reports provided, examples of those reports and how often they are provided.
- Outline of your Organization Management Plan – explain the way in which you plan to ensure successful completion and delivery of the solution.
 - *Note: Third party agreement(s) associated with the Offeror's proposal shall be included and provided in detail with all proposal materials as part of the Offeror's proposal.*

Section III - Qualifications/experience

- Provide all detail as required in Qualifications Section V pertaining to Medical Billing and Credentialing offering.

2 EHR (provide one original, three copies, and additional redacted copy sealed in separate envelope labeled 'EHR')

Section I – Introductory Documents

- Executive Summary – A one page document that briefly describes the Offeror's EHR solution. This summary shall highlight the major features of the EHR. The reader shall be able to determine the essence of the proposal by reading the executive summary.

Section II – Proposed Approach

Restate section III and IV (EHR, and Additional Requirements) of Scope of Work in order with point by point response to each item from those sections. Each response shall clearly indicate whether your proposal meets or exceeds these minimum requirements. Offeror shall detail the methods used to meet or exceed each requirement. Additionally, provide the following:

- Description of the proposed implementation methodology, discussing how each task requirement will be accomplished throughout the course of implementation.
- Describe the process of migration of existing data, and transition from the existing EHR to the offeror's EHR solution
- Implementation schedule including timeline to conclusion of implementation and training on the offeror's solution.
- Explain EHR solution's proposed compatibility regarding elements stated herein.
- Plan for training of users of the use of the offeror's EHR solution.
- Detail of the methods used to ensure the security and protection of data including compliance with HIPAA and other relevant information security regulations.
- Examples of on-line screens, conversion work plans, training outlines and other relevant documentation should be presented as part of the proposal. All data elements should be identified.
- Types of reports provided, examples of those reports and how often they are provided.
- Outline of your Organization Management Plan – explain the way in which you plan to ensure successful completion and delivery of the solution.
 - *Note: Third party agreement(s) associated with the Offeror's proposal shall be included and provided in detail with all proposal materials as part of the Offeror's proposal.*

Section III - Qualifications/experience

- Provide all detail as required in Qualifications Section V pertaining to EHR offering.

3 Bidding Schedule / Price Business Proposal (provide one original copy sealed in separate envelope labeled 'Bidding Schedule / Price Business Proposal')

Bidding Schedule / Price Business Proposal –Vendor shall submit all price information as a separate sealed document (complete Section VIII "Bidding Schedule/Price-Business Proposal"):

The Business Proposal cannot be included in the Technical Proposal.

Bidding Schedule / Price Business Proposal must include, at a minimum, the following information:

This Business Proposal will include all initial costs, installation costs, data migration, training and consulting costs, training materials costs, annual service agreement and maintenance costs, annual user conference costs, third-party software or services costs, and any other associated costs. Business Proposal evaluated as one comprehensive cost to the University.

In addition to completing the Bidding Schedule / Price Business Proposal form in its entirety, the Bidding Schedule / Price Business Proposal must also include documentation detailing the manner in which the University is charged for contractors services i.e. charges per claim, charges per claimed amount.

The Bidding Schedule / Price Business Proposal shall be sealed in a separate envelope labeled "Bidding Schedule / Price Business Proposal" and shall include Page 1 of this solicitation and section VIII, Bidding Schedule / Price Business Proposal, of this solicitation document. The Offeror should submit pricing that includes all components of proposed solution. Third-party software or services costs, and any other associated

costs must be included. A digital version of the cost proposal should be submitted as a separate file on flash drive or other USB device.

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]

Additional Information-

Attachments 1-4, NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (if necessary), and any items requested in this solicitation not specifically mentioned in Sections 1-8. Since the preceding sections are to contain only information that is specifically requested, additional information considered essential to the proposal should be included in this section. Offerors are strongly encouraged to refrain from providing erroneous or extra information, exhibits, pictures, etc. The Offeror's general information publications, such as complete directories or client lists, should not be included. Such items will not be reviewed or considered in proposal evaluations. If there is no additional information to present, state "There is no additional information we wish to present".

Offeror must provide any information required under Section V. Qualifications, "Qualifications – Required Information" regarding Financial Statements and Information Reflecting your Current Financial Position as well as a list and description of failed projects, suspensions, debarments, and significant litigation.

1. List of failed projects, suspensions, debarments, and significant litigation.
 - For the purposes of this submittal, a failed project would be a contract entered into with another entity in good faith, for which that contract was not seen to its conclusion.
2. Financial Statement and Information Reflecting Your Current Financial Position: If you have audited financial statements which meet these requirements, you may be requested to provide those statements at a later date. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]

Contractor shall provide details regarding disaster recovery and backup capabilities at the request of the University.

MINORITY PARTICIPATION (JAN 2006)

- Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No
- Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No
- If so, please list the certifying governmental entity: _____
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____
- If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
 - ☐ Traditional minority
 - ☐ Traditional minority, but female
 - ☐ Women (Caucasian females)
 - ☐ Hispanic minorities
 - ☐ DOT referral (Traditional minority)
 - ☐ DOT referral (Caucasian female)
 - ☐ Temporary certification
 - ☐ SBA 8 (a) certification referral

[] Other minorities (Native American, Asian, etc.)

- (If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)
- For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following [URL: http://www.govoepp.state.sc.us/osmba/](http://www.govoepp.state.sc.us/osmba/) [04-4015-1]

OFFSHORE CONTRACTING (JAN 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? _____

(b) What percentage (%) of the total work is being contracted offshore?

(c) What percentage (%) of the total value of the contract is being contracted offshore?

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

[04-4020-1]

SUBMITTING REDACTED OFFERS (FMU 2022)

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. NOTE: Offerors are STRONGLY ENCOURAGED to submit a redacted copy of their Technical Proposal on a flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom Of Information Act (FOIA) Requests.

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, link to "Standard Clauses & Provisions." [05-5005-2

QUALIFICATIONS -- MANDATORY MINIMUM

In order to be qualified to receive award, Offeror must meet the following mandatory minimum qualifications:

- Offeror must have completed at least three projects of similar magnitude, material and complexity during the previous three years.
- Offeror must have transitioned at least three existing clinics medical billing systems to the offeror's medical billing system.
- Offeror must have transitioned at least three existing clinics EHR systems to the offeror's EHR system.
- Offeror must have a minimum five years of experience.

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.

For Medical Billing / Credentialing

1. **Include a brief history of the offeror's experience in providing work of similar size and scope. History must include experience of offeror in transitioning of clinic(s) Medical Billing system to the offeror's system.**
2. **Provide a detailed, narrative statement listing the three most recent, comparable contracts which you have performed and the general history and experience of your organization. In conjunction with this requirement the Offeror must complete and return with their submission, Attachment 1: Offeror Reference Sheet.**
3. **Provide a detailed narrative statement confirming that it has a minimum of five years of experience relevant to the requirements of the RFP herein.**

For EHR

1. **Include a brief history of the offeror's experience in providing work of similar size and scope. History must include experience of offeror in transitioning of clinic(s) EHR system to the offeror's system.**
2. **Provide a detailed, narrative statement listing the three most recent, comparable contracts which you have performed and the general history and experience of your organization. In conjunction with this requirement the Offeror must complete and return with their submission, Attachment 1: Offeror Reference Sheet.**
3. **Provide a detailed narrative statement confirming that it has a minimum of five years of experience relevant to the requirements of the RFP herein.**

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 -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder. [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

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

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

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

All proposals will be initially reviewed by the University for the purpose of determining responsiveness. Any proposal that does not meet the material and/or essential requirements of the State will be subject to disqualification pursuant to S.C. Statute, Regulations and Interpretative Authorities. Each proposal received which is found to be both responsible and responsive will be evaluated against the criteria indicated below which does include the demonstration. Each Offeror will be asked to demonstrate their solutions remotely. Each Offeror asked to provide a demonstration will be evaluated against the criteria indicated below.

Note: August 5 is the scheduled date for Medical Billing remote demonstration, and August 6 is the scheduled date for EHR remote demonstration as cited on page 2 of the Cover Page. Offerors should reserve those dates on their calendar in the event that they are identified as one of the top three rated responsive and responsible offerors based upon their proposal. FMU will notify Offerors as quickly as possible to schedule specific dates and times. Offeror's demonstration shall not provide new information which was not already indicated in Offerors solicitation. Medical Billing demonstration length is limited to 30 minutes of demonstration, with an additional 10 minutes for questions. EHR demonstration length is limited to 30 minutes of demonstration, with an additional 10 minutes for questions.

Demonstrations shall be indicative of the offeror's proposed solution, and shall be indicative of the product the university would receive if offeror is selected.

Upon completion of the demonstration, each Offeror will be evaluated on the following criteria, which are listed in their order of relative importance:

Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

- 1. Medical Billing / Credentialing Technical Proposal:** The completeness and suitability of the Offeror's proposed solution for Medical Billing and Credentialing, as well as Offeror's understanding of scope of work and ability to meet or exceed all of the technical specifications of Medical Billing and Credentialing for the RFP, and Offeror's enhancements beyond the minimum requirements of the RFP.
- 2. Business Proposal:** Financial impact of Offeror's proposed systems on the business & financial operations of the university.
- 3. EHR Score:**

- a) The completeness and suitability of the Offeror's proposed solution for EHR, as well as Offeror's understanding of scope of work and ability to meet or exceed all of the technical specifications of EHR for the RFP, and Offeror's enhancements beyond the minimum requirements of the RFP.
 - b) EHR Demonstration: The completeness and suitability of the Offeror's demonstration to show the functional, technical and performance needs of the EHR. Demonstrations will be offered to the three highest rated proposals that could qualify to be rated as the overall highest rated proposal
 - c) EHR Qualifications and Experience: Offeror's prior relative experience and reference content, performance on projects of a similar size and nature and ability to provide consulting and customization services.
4. **Medical Billing / Credentialing Demonstration:** The completeness and suitability of the Offeror's demonstration to show the functional, technical and performance needs of the RFP. Demonstrations will be offered to the three highest rated proposals that that could qualify to be rated as the overall highest rated proposal.
5. **Medical Billing / Credentialing Qualifications and Experience:** Offeror's prior relative experience and reference content, performance on projects of a similar size and nature and ability to provide consulting and customization services.

Demonstrations (Evaluation Factors 4 and 5)

The offerors of the top three rated responsive and responsible proposals will be contacted by e-mail to schedule online demonstrations of Medical Billing, and EHR solutions scheduled within the times cited on page 2 of the Cover Page. Demonstrations shall not introduce new information not already included in the proposal. Demonstration length for Medical Billing is limited to 30 minutes of demonstration, with an additional 10 minutes for questions. Demonstration length for EHR is limited to 30 minutes of demonstration, with an additional 10 minutes for questions. Offeror's demonstrations shall be included as material along with the written proposal in determination of the winning proposal.

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 & 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 complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (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]

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]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the

Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

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]

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT & INTEREST (FEB 2021): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

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]

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]

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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]

CONTRACT LIMITATIONS (JAN 2006)

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

CONTRACTOR 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]

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

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

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

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

ILLEGAL IMMIGRATION (NOV. 2008)

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

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

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

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

[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]

PRIVACY -- WEB SERVICES (JAN 2006)

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

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 **1 year 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 (FMU 2025) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least ninety (90) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

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 **120 days** prior to the expiration of the then current term. [07-7B250-1]

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

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

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Offeror shall detail manner in which items 5 and 6 are calculated and billed as part of the Price Business Proposal. Entries in item 5 and 6 should be based upon the offeror's proposed pricing structure and based upon historic university data beginning on page 14 of Section III Scope of Work.

**The following Bidding Schedule is required to be completed by the offeror:
(do not include sales tax in your offer)**

| Item | Quantity | Unit of Measure | Price | Extended Price (5 years) |
|--|----------|-----------------|-------|--------------------------|
| 1 | 3 | Job | | |
| Item Description: Price for credentialing individual clinician in FMU Center for Speech-Language and Hearing for, at a minimum, the providers listed in the Scope of Work. | | | | |
| Tendering Text: All-inclusive price for individual credentialing of estimated three individual clinicians in the FMU Center for Speech, Language and Hearing. Three clinicians to be credentialed per year is an estimate – the University does not guarantee the number of clinicians to be credentialed. | | | | |

| Item | Quantity | Unit of Measure | Price | Extended Price (5 years) |
|--|----------|-----------------|-------|--------------------------|
| 2 | 3 | Job | | |
| Item Description: Price for credentialing individual clinician in FMU Psychology Clinic for, at a minimum, the providers listed in the Scope of Work. | | | | |
| Tendering Text: All-inclusive price for individual credentialing of estimated three individual clinicians in the FMU Psychology Clinic. Three clinicians to be credentialed per year is an estimate – the University does not guarantee the number of clinicians to be credentialed. | | | | |

| Item | Quantity | Unit of Measure | Price | |
|---|----------|-----------------|-------|--|
| 3 | 1 | Job | | |
| Item Description: All inclusive price for migration, installation, and training for Medical Billing solution. | | | | |
| Tendering Text: All inclusive price for migration, installation, and training for Medical Billing solution for FMU Center for Speech, Language, and Hearing, <i>and</i> FMU Psychology Clinic. | | | | |

| Item | Quantity | Unit of Measure | Price | |
|--|----------|-----------------|-------|--|
| 4 | 1 | Job | | |
| Item Description: All-inclusive price for migration, installation, and training for EHR Solution for FMU Center for Speech, Language, and Hearing.. | | | | |
| Tendering Text: All-inclusive price for migration, installation, and training for EHR solution for FMU Center for Speech, Language, and Hearing. | | | | |

| Item | Quantity | Unit of Measure | One Year Price | Extended Price (5 years) |
|------|----------|-----------------|----------------|--------------------------|
| 5 | 5 | Year | | |

Item Description: Price for Medical Billing for FMU Center for Speech-Language and Hearing.

Tendering Text: All-inclusive price for Medical Billing for FMU Center for Speech, Language and Hearing. For reference regarding historic clinic transactions, see Section III Scope of Work.

| Item | Quantity | Unit of Measure | One Year Price | Extended Price (5 years) |
|------|----------|-----------------|----------------|--------------------------|
| 6 | 5 | Year | | |

Item Description: Price for Medical Billing for FMU Psychology Clinic.

Tendering Text: All-inclusive price for Medical Billing for FMU Psychology Clinic. For reference regarding historic clinic transactions, see Section III Scope of Work

| Item | Quantity | Unit of Measure | One Year Price | Extended Price (5 years) |
|------|----------|-----------------|----------------|--------------------------|
| 7 | 5 | Year | | |

Item Description: Price for EHR for Center for Speech, Language, and Hearing.

Tendering Text: All-inclusive price for EHR for Center for Speech, Language, and Hearing.

- In addition to the completion of the bidding schedule, provide with the Bidding Schedule / Price Business Proposal the detail / manner in which the University is charged for contractors services i.e. charges per claim, charges per claimed amount.

VENDOR: _____

AUTHORIZED SIGNATURE: _____
(must match signature on cover page)

DATE: _____

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

[09-9002-1]

The following documents are attached to this solicitation:

ATTACHMENT 1 - OFFEROR INFORMATION

ATTACHMENT 2 - OFFEROR REFERENCE SHEET

ATTACHMENT 3 – OPEN TRADE AGREEMENT

ATTACHMENT 4 – VENDOR APPLICATION FORM

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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.

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

ATTACHMENT 1

OFFEROR INFORMATION

| | |
|-------------------------------------|--|
| Contractor's License Number: | |
|-------------------------------------|--|

Contractor Liaisons:

| | | | |
|---------------------------|--|-------------|--|
| Primary Liaison: | | | |
| Business Hours: | | | |
| Telephone Number: | | Fax Number: | |
| Business Mobile #: | | | |
| Email Address: | | | |
| Secondary Liaison: | | | |
| Business Hours: | | | |
| Telephone Number: | | Fax Number: | |
| Business Mobile #: | | | |
| Email Address : | | | |

Proof of Equipment and Personnel (Describe the equipment and personnel you will use to provide the services outlined in this solicitation):

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| |

☐ **Check Here to confirm a minimum of five (5) years of experience.**

Attachment 2:

OFFEROR REFERENCE SHEET

Supply three (3) references of government agencies and/or firms for whom OFFEROR has provided services of similar magnitude, material, and complexity during the last three (3) years:

| | |
|--------------------------------|--|
| 1. Agency or Firm Name: | |
| Business Address: | |
| Mailing Address: | |
| Contact Person: | |
| Telephone: | |
| Email address: | |
| Type of Service: | |
| Dates(s) when service provided | |
| 2. Agency or Firm Name: | |
| Business Address: | |
| Mailing Address: | |
| Contact Person: | |
| Telephone: | |
| Email address: | |
| Type of Service: | |
| Dates(s) when service provided | |
| 3. Agency or Firm Name: | |
| Business Address: | |
| Mailing Address: | |
| Contact Person: | |
| Telephone: | |
| Email address: | |
| Type of Service: | |
| Dates(s) when service provided | |

ATTACHMENT 3

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below 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.

| | |
|--|------------------|
| Vendor Name (Printed) | State Vendor No. |
| By (Authorized Signature) | Date Executed |
| Printed Name and Title of Person Signing | [Not used] |

Attachment 4



Francis Marion University
Vendor Application Form

Taxpayer ID Number (circle): FEIN or SS: _____

FMU Vendor #: _____

New Vendor: _____

Vendor Info Change: _____

Submit your W-9 form WITH this Vendor Application Form

Company Name or Individual Name (as shown on your income tax return): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

If you have a **"Doing Business As"** name, please include here.

Doing Business As (DBA) Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

Payment Remittance Address

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

E-mail Address for receiving Purchase Orders from FMU: _____

Would you like to arrange for electronic payment (circle): Yes or No

South Carolina Small and Minority Business Certification Number _____ Expiration Date: _____

Signature of Individual Completing Form

_____ Date

For FMU Use Only:

International Vendor Number (FMU will provide) : _____

Purchasing Keyed by:

Date:

Accounting Reviewed by:

Date:

Orig - April 4, 2017

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your bid.
If you fail to follow this checklist, you risk having your bid 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 TO MAKE SURE YOUR BID 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 HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID 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 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 INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK AGAIN TO ENSURE YOUR BID 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 CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help bidders avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.