UNIVERSITY OF SOUTH CAROLINA	BEST VALUE BID	Solicitation Number	USC-BVB-1406-JN
		Date Printed	1/14/2009
		Date Issued	1/22/2009
		Procurement Officer	Jack Nichols
		Phone	803-777-4115
		E-Mail Address	jack.nichols@sc.edu

DESCRIPTION: Furnish Deliver and Install a New Electronic Medical Records System

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time): **February 12, 2009 at 3:00 PM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: January 29, 2009 at 11:00 AM See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and Five (5) Copies plus One Electronic CD Copy

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept.	University of South Carolina – Purchasing Dept.
1600 Hampton St., Suite 606	1600 Hampton St., Suite 606
Columbia, SC 29208	Columbia, SC 29208

See "Submitting Your Offer" provision

CONFERENCE TYPE: **N/A**	LOCATION: N/A
DATE & TIME: **N/A**	
As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on **2/19/2009.** The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu

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	__Sole Proprietorship
	__Partnership
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	__Corporate entity (not tax-exempt)
	__Tax –exempt corporate entity
TITLE (Business title of person signing above)	__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.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

COVER PAGE USC (APRIL 2006)

PAGE TWO
(Return Page Two with Your Offer)

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

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

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.**
	*ADDRESS AND PHONE OF IN-STATE OFFICE __ In-State Office Address same as Home Office Address __ In-State Office Address same as Notice Address **(CHECK ONLY ONE)**

PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**

PAGE TWO (JAN. 2006)   End of Page Two

Solicitation Outline

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

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (January 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

MAXIMUM CONTRACT PERIOD -– ESTIMATED (January 2006): **[INSERT DATE HERE]** 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".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.
AMENDMENT – means a document issued to supplement the original solicitation document.
BUYER – means the Procurement Officer.
CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT - See clause entitled "Contract Documents & Order of Precedence."
CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.
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."
ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.
PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.
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 having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a "Statewide Term Contract" as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

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

AMENDMENTS TO SOLICITATION (JANUARY 2006) (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: http://purchasing.sc.edu. (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.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a 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.

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) 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.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)
(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.

CODE OF LAWS AVAILABLE (JANUARY 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at http://www.scstatehouse.net/code/statmast.htm. The South Carolina Regulations are available at: http://www.scstatehouse.net/coderegs/statmast.htm.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) 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)]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) 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.

DUTY TO INQUIRE (JANUARY 2006) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

ETHICS ACT (JANUARY 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-705, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) 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.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JANUARY 2006) 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.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) 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*

SIGNING YOUR OFFER (JANUARY 2006) 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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002): (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, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. 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. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (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.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) 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.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

DISCUSSIONS WITH BIDDERS (JANUARY 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

PROTEST – CPO – ITMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing (a) by email to protest-itmo@cio.sc.gov (b) by facsimile at 803-896-0789, or (c) by post or delivery to 4430 Broad River Rd. Columbia, SC 29210.

III. SCOPE OF WORK / SPECIFICATIONS

Student Health Services has a long standing commitment to excellence in serving the health related needs of our students and the mission of University of South Carolina. This commitment has led to increasing utilization of technology to achieve our objectives with emphasis on scheduling, the business aspects of delivering care, and maintaining an accurate base of knowledge of our student population. In addition, we must utilize technology to integrate our clinical work (Thomson Health Center, Counseling and Human Development Center, Campus Wellness, and Healthy Carolina) with our business functions to enhance the patient/client workflow and continuity of patient care. This Best Value Bid (BVB) sets forth software (Electronic Medical Record-EMR/Practice Management System-PMS) criteria needed to meet this technology goal.
The safety of our patients can be improved markedly by the appropriate use of automated systems of communication, reminders, and clinical practice standards. As our patients are extremely computer literate, we believe our access to them can and will improve greatly if we take advantage of the technology proven to facilitate our participation in their care. Our current software is not meeting the minimal needs of the USC's Student Health Center. To continue providing the highest standard of care, we must purchase a more reliable, comprehensive and integrated software system (Electronic Medical Record, EMR).

The SHS vision is for our entire system to be paperless, integrated, stable, provide sensible work/patient flow and seamless. This is critical to understanding the importance of having an "Integrated" Practice Management System (PMS) & Electronic Medical Record (EMR) system as we believe that efficiency and safety need to be a fundamental quality of software.

Well-interfaced systems and issues of interface complexity continue to emerge in the market, and for good reason. It simply makes sense, as most providers need both clinical and business functionality in order to gain an adequate return on their investment. The market is recognizing and responding to the demand for complete systems, and those most rewarded will be integrated or those with the best interface solutions. It is apparent that our current system does not support an integrated PMS and EMR due to its limitations in information, reporting capabilities, stability of the system, methods of organizing data inherent in the PMS. This insight, coupled with our concern for interface issues, pressed us to seek a strong foundation for our EMR goals; and the solution is to acquire a new and enhanced system rather than to continue pursuing a piecemeal (upgrades) approach.

The system we choose must be interfaced with other SHS systems (e.g., Pharmacy, Laboratory, Dental, etc.) in order to achieve successful implementation and effective performance. The addition of a second, third, or fourth vendor/product each of which must interface with business and clinical functions equally well but to varying degrees will be quite a

challenge. Given that the new EMR will serve as the hub for information flow to these other systems, it is imperative that the system be entered from a single point. We do not wish to open ourselves up to the barrier and expense of peripheral or support vendors needing to interface its business information differently from its clinical information, or having its information go through our PMS/EMR interface to get from one functionality to the other. We have concluded that there is an inherent risk of dysfunction that can definitely be avoided by eliminating the presence of an interface between PMS and EMR.

While the software must be seamless in function and efficient in design, the vendor must also have certain organizational characteristics. Interfaced products are likely to have departmentalized organizational structures and support, a situation that can undermine support or service orientation. In essence, the purchase of software of this magnitude is a strategic business alliance of sorts and so the business philosophy of the successful vendor must be congruent with the service philosophy espoused, protected, and enhanced by SHS. The system we choose must include the following:
1. Maturity. System has been interfaced and predominantly implemented as an EMR package (rather than a hybrid) for at least three (3) years.
2. System is considered as a whole package rather than discrete functional modules by the industry.
3. System has been implemented in a multidisciplinary, outpatient clinic whose range of services and patient volume is comparable to that of SHS.
4. System can provide user satisfaction survey information that attests to the competence in providing cohesive, balanced service and support to those who meet criteria number 3.
5. System preserves a consistent look, feel, and navigational logic throughout all functional areas.
6. System satisfies the mandatory criteria

Finally, it is clear that we must be as cost effective in managing and assessing our operational expenses as possible. To meet this challenge we must increasingly rely on information about our clinical services as they relate to our operating expenses. The EMR must be able to support these operations and allow detailed reporting in order to assess our productivity, continuity of patient care and effectiveness.
We have researched our needs, the direction of the health care industry, and the maturity of the information technology associated with electronic records and feel that it is an appropriate time for us to proceed with a more advanced Electronic Medical Record.

The criteria before you are the result of our experiences, investigations, reviews and off site assessments of student health centers of excellence that have implemented systems similar to the ones we believe will most effectively meet our needs.

As this software is likely to shape as well as facilitate the flow of information that supports the majority of our work we have gone to great lengths to ensure that our criteria, when met, will place us in the position to meet the expectations of the students we serve as well as the university community in a manner befitting University of South Carolina. Characteristics of the desired software system includes:

- Shared facility, including Satellite and Outreach locations, scheduling system
- Extensive interfaces to University Information Systems for automatic registration synchronization.
- Student accounts interfaces for Bursar billing with HIPAA compliant X12 electronic claims submission.
- Billing and Insurance components which support Health Fee and Insurance style fee schedules, including pharmacy, wellness, counseling, dental, self-managed plans, etc.
- Interfaces to University Id Card Office for student identification images.
- Support for secure on-line entering of appointments and medical forms.
- Immunization tracking and compliance.
- Dedicated high volume flu clinic module.
- Large library of student population appropriate medical templates.
- Integrated insurance waiver interface.
- Support for Health Education.
- Comprehensive, detailed reporting capability.
- HIPAA Privacy and Security compliant.
- Extremely intuitive, easy to navigate, and user friendly.
- Installs as an Upgrade to our current system. This eliminates the need to run two systems in parallel.
- The basic architecture and foundation must support a full featured Electronic Medical Record (integrated Electronic Medical Record and Practice Management System).
- System must be mature enough to support a complete paperless system (medical, counseling, pharmacy, lab, x-ray, wellness etc.).
- The system must support documentation of both complex procedural visits and multi-issue primary care visits very fast and easily.

- The system must be highly customizable allowing USC to further optimize care for a specific site or department.
- The system (product) must be CCHIT certified and maintain certification with all upgrades and specifications.
- The system must be able to provide disease management/tracking (Pap Smears, Hypertension, Depression etc.) that will create alerts and reminders based on patient data (labs etc.).
- Patient Education Handout Library must be fully integrated with the EMR which will record in the patient's record when handouts are printed to indicate patient received handout.
- Must have the ability for multiple staff to access a chart at the same time, while not interfering each other's work.
- Must be able to support a fully integrated Student Health Center, Campus Wellness, Nutrition and Counseling Services with firewalls or a "system" to ensure that counseling notes can be protected from sites that are concerned about the privacy of these notes.
- System must have specific needs of the counseling center integrated within the system ie. Survey instruments, assessments etc.
- Scheduling system must be fully developed with advanced features to enable drop and drag moving/making appointments, group scheduling.
- System must have a fully functional Web Portal to enhance patient scheduling and care.   It must support: Web Appointments, Appointment Reminders, Secure Messaging, eNurse/triage visits, Health History Forms, Immunization Forms, Billing and Account Summaries, Patient Satisfaction Surveys.
- System must have an ad hoc reporting system that is easy to understand and all fields visible for use. The reporting system must support complex statistical reports, patient/disease trends, financial reports, graphics and the system must be designed to enhance National benchmarking.
- The EMR must have online training tools and allow self testing for understanding of the system that can be used for training of new employees.
- The EMR system must be able to seamlessly migrate and store our current EHR data in appropriate locations within the EMR. The system CANNOT provide only text migration. For example: all appointments within PyraMED must move to the appointment schedule within the new system and be reportable within the new system. Other examples would be that all vital signs, lab reports, x-ray results, accounting/billing etc. must move into the appropriate section within the new system. The migration must be able to support the entire system so that once the migration is completed only one system will need to be in operation.

Software/System
Mandatory Specifications

The following criteria are MANDATORY. Vendors must meet these criteria to have their proposal considered

further by the Evaluation Committee. Each criteria must be checked Yes or No.

PRODUCT ARCHITECTURE	Yes	No
Must employ a graphical user interface.		
Multi-tiered or at least Client-Server based design which can be deployed completely in-house at SHS. We are *not* interested in a Web based (Application Service Provider) solution where the data and/or application are hosted outside of SHS.		
System *must* include one-year warranty. Warranty begins at time of successful implementation as contracted with the USC.		
System *must* include a one year maintenance agreement.		
Maintenance agreement *must* include all updates and new releases released during the maintenance agreement period.		

Vendor *must* include itemized 2nd year maintenance/support/update costs.		
The server application *must* currently run on Microsoft Windows 2008 Advanced Server or newer Microsoft server operating system.		
System *must* be HL-7 compliant.		
The database *must* currently run on Microsoft Windows 2008 SQL Server or Oracle		
The client application *must* currently run on Microsoft Windows XP Professional or Windows XP Tablet PC Edition or newer Microsoft desktop operating system.		
The software *must* run in a TCP/IP network topology.		
The system *must* provide a computerized audit trail of all users who have accessed or updated a patient record, including date / time stamps and location of access.		
Access to sensitive information in the patient record can be restricted		
The product *must* be able to support over 200 simultaneous users, over 30,000 patients, and over 100,000 patient visits per year.		
The system *must* support multiple specialties (i.e., Acute Care, Sports Medicine, Orthopedics, Physical Therapy, Women's Health, Internal Medicine, Allergy, Travel Medicine, Wellness, Counseling and Psychological Services, etc.) on one integrated platform.		
Access to integrated software *must* be via simple link/icon on the clinical workstation. Interfacing the EMR with various third party systems is *essential*. The following software is currently in place at the SHS: Pharmacy Information System: QS/1. Laboratory Information System: Orchard LIS LabCorp (Reference Lab)		
Vendor *must* create a two-way interface between EMR system and QS/1 and between EMR system and Orchard in a timely fashion.		
The system *must* be able to fully function on wireless and tablet PC's.		
Must serve as the central SHS database to which individual Clinic / Department software systems can upload important medical information (e.g., Lab Results).		
The system *must* be able to show on one screen the schedule of one provider scheduled to work in multiple clinics for one time span.		
Vendor must demonstrate during presentation a live example of an "upgrade" from our current system (PyraMED) to the proposed product. All patient data (free text notes (SOAP), labs, x-rays, counseling notes, allergies, immunizations, etc) must come over in a systematic and logical format. System must be able to run completely independently with all patient data and without the necessity of running 2 systems to gain patient information.		
Please note that vendors who submit responses must be prepared to provide a demonstration of their proposed solution to USC.		
SYSTEM FUNCTIONALITY INTEGRATED EMR and PMS)	Yes	No
▪ Design level development: with a combination of practice management and medical record functionality ▪ If interfaced (hybrid of separate practice management system and electronic medical record functionality) satisfies the following: o System has been interfaced and predominantly implemented as an EMR package in one		

or more facilities for at least three (3) years		
o System is considered as a whole package rather than discrete functional modules by the industry		
o System provides a consistent look, feel, and navigational logic throughout all functional areas		
o System provides for cross platform (EMR, PMS) reporting without the need for users to run separate reports from the EMR and PMS and to subsequently combine and reconcile said reports		
System has been implemented in a multidisciplinary, outpatient clinic whose range of services and patient volume is comparable to that of SHS. Vendor must provide list of 5 clients, with address, name and contact information.		

The system, as currently implemented, is fully compliant with all state and federal regulations pertaining to protected health information data privacy and security, including HIPAA. Vendor must submit an overview of their confidentiality and security policies, practices and procedures to ensure compliance with HIPPA. The Vendor must guarantee confidentiality and security of data and include a copy of the Vendor HIPAA privacy and security policies and procedures. The Vendor shall describe your company's audit program. Include compliance with service level agreements, privacy and security and compliance with all applicable laws and regulations.
        a. Privacy and Security
        b. HIPAA
        c. FERPA		

SPECIFICATIONS/VENDOR REQUIREMENTS	Yes	No
CCHIT Certified		
The Vendor must have experience in providing EMR services for institutions/systems of higher education. The Vendors must submit a brief analysis of their student health experience.		
Installs as an Upgrade to our current system. This eliminates the need to run two systems in parallel.		
The vendor must provide a description of the installation and training process for support staff. This description must include a timeline of the implementation from installation to the end of the training period.		
The Vendor can provide multiple channels of communication for Customer and Provider Services, including a toll-free phone number, email, and web-based service		
The Vendor can provide timely and accurate information through Customer and Provider Services call centers.		
Vendor provides telephone support 24 hours per day, 7 days per week, 365 days per year, Supports remote login by tech support, Vendor provides a Web page or other repository that clients can use to exchange templates and forms designed for specialties.		
The Vendor must provide the complete names and contact information of at least three customers who have more than 3 years experience with the Vendor's company and have "migrated" from PyraMED.		
The Vendor must submit examples of financial and clinical reports		
Prior to the live start date the Vendor shall, in a timely manner, mutually develop any necessary modifications to the System to meet operational requirements and maintain the integrity and safety of the system		

EMR MANDATORY SPECIFICATIONS	Yes	No
Clinical knowledge/documentation support can accommodate multiple specialties/procedures		
Provides a range of clinical templates that accommodates primary care, gynecology, mental health, wellness/prevention and physical therapy content and codes		
Provides problem list that can be sorted by chronology, diagnosis, and provider ▪ Problem list can be archived by status (active or resolved) ▪ Problems in list are linked to orders/results (labs, medications) ▪ Provides medication list (active and inactive) ▪ Provides allergy and adverse reaction list ▪ Provides immunization list		
System captures and stores the following vital signs o BP, T, P, R, HR, Ht, Wt, LMP, visual acuity o Calculates BMI o Can accommodate "specialty" vitals such as peak flows, smoking status, pulse oximetry, etc. o Vital signs can be presented in reverse chronological order, graphed, tabulated or placed in a flow sheet format		
System can suggest measures to comply with guidelines or health maintenance rules		

System design can support multiple locations of care
    o Clinics within SHS building
    o Current/Future/potential locations outside SHS building
    o Vaccination programs at various locations on campus
    o Sports Medicine at Athletic Offices and other Venues		

System design supports group encounters		
System design must support a provider who works in multiple locations while retaining a single schedule		
System supports workflow with capture and presentation of wait time and patient location information		
System tracks patients through the workflow with capture of wait time elements Wait time elements are visible for triage/routing decision making		
Supports real time acquisition and documentation of labs, x-rays and their results within the workflow of a single clinical encounter		
E/M coding support is provided and maintained regularly with updates		
System offers Patient Education Material, multilingual, updated regularly, and with evidence based content		
System supports co-signature or review of midlevel charting by supervising MD		
Supports the management of walk in as well as appointed patients		
System alerts allergies and drug-drug interactions in prescribing functionality		
PRODUCT QUALITY ASSURANCE, TESTING AND SUPPORTABILITY	Yes	No
▪ Vendor has thorough and documented methodology for testing the application ▪ Vendor provides FAQs ▪ Vendor provides bug tracking and timely resolution ▪ Vendor assures the system is reliable, secure, and supportable ▪ Context sensitive help – detailed electronic documentation ▪ System supports HIPAA compliant electronic transactions ▪ Systems supports data replication ▪ Systems is capable of backup and failover ▪ System is reliable and provides 99.5% uptime		
Practice Management System Mandatory Specifications	Yes	No
Comprehensive Electronic Master Person Index (EMPI): ▪ The system *must* support the ability to import student information gathered from UNIVERSITY OF SOUTH CAROLINA computer systems (Card Services, Registrar's office, etc.) into a single master person index (Student information is a provided in a delimited flat text file) ▪ The system provides the ability to import and merge patient data from existing patient information systems to build initial Electronic Master Person Index (EMPI) while assuring no duplicate patient records ▪ EMPI serves as the central SHS database from which individual Clinic/ Department software systems will download patient demographics ▪ Vendor *must* add or accommodate specific and discreet data fields in the Electronic Master Person Index in a timely manner. Refer to the following section labeled "PATIENT INFORMATION" for the mandatory data fields. ▪ Daily ledger closings		

Data entry and preview screen to the Master Person Index includes:
    o Student SSN
    o Status (Enrolled, Withdrew)
    o Status Date (date enrolled or withdrew)
    o Health Fee Status (paid, not paid, waived, refunded)
    o Class Standing on status date
        • Freshman/First Year
        • Sophomore/Second Year
        • Junior/Third Year
        • Senior/Fourth Year
        • Graduate
        • Professional		

Communication, scheduling methodology, and calendar information must be handled in a manner compatible with and patterned after Microsoft Outlook		
System serves as the primary database of all patient information. Other databases within the SHS department receive patient information from this database. Patient demographics must include **all** the		

following:
- Full Name
- Social Security Number
- Date of Birth
- Gender
- Ethnicity (standard UNIVERSITY OF SOUTH CAROLINA categories)
- National Origin
- UNIVERSITY OF SOUTH CAROLINA ID Number
- Permanent Address to include
  - City
  - County
  - State
  - Country
  - Zip
- Permanent Phone Number
- Local Address to include
  - City
  - County
  - State
  - Country
  - Zip
- Local Home Phone Number
- Local Work Phone Number
- Cell Phone Number
- UNIVERSITY OF SOUTH CAROLINA E-Mail Address
- Permanent E-Mail Address
  - Primary
  - Secondary
- Marital Status (standard UNIVERSITY OF SOUTH CAROLINA categories)
- Spouse Name
- VISA Type
- Major
- Residence Status
  - Living On-Campus
  - Living Off-Campus
- UNIVERSITY OF SOUTH CAROLINA Student Class Status - UNIVERSITY OF SOUTH CAROLINA Standard Categories such as
  - Freshman/First Year
  - Sophomore/Second Year
  - Junior/Third Year
  - Senior/Fourth Year
  - Graduate
  - Professional
- Student-Patient Status (any or all)
  - School of "Study" at UNIVERSITY OF SOUTH CAROLINA
  - Developmental Studies
  - Independent Study
  - In-Service
  - EPI Program
  - Transient
  - On-Line Student
  - Unknown
  - Other
- Patient Status
  - UNIVERSITY OF SOUTH CAROLINA Student
  - UNIVERSITY OF SOUTH CAROLINA Spouse
  - UNIVERSITY OF SOUTH CAROLINA Staff
  - UNIVERSITY OF SOUTH CAROLINA Faculty
  - Summer Program
  - SHS Employee
  - Community Member
  - Other
- Student-Campus Status (up to 8 choices)

○ Aiken
       ○ Spartanburg
       ○ Web-Based
       ○ etc
   ▪ UNIVERSITY OF SOUTH CAROLINA Student Eligibility
       ○ Is enrolled at UNIVERSITY OF SOUTH CAROLINA current semester
       ○ Was enrolled at UNIVERSITY OF SOUTH CAROLINA previous semester
       ○ Not eligible
   ▪ HIPAA Notice given to patient? Yes or No
   ▪ Any HIPAA restrictions on patient? Yes or No
   ▪ Deceased to include date		

Verify UNIVERSITY OF SOUTH CAROLINA Student Fees-Paid Status
   ▪ Fees-Paid
       ○ Fees have been paid
       ○ Fees were paid and not refunded after student withdrew from current semester
       ○ Date of enrollment and class standing on date of enrollment
   ▪ Fees-Not-Paid
       ○ Fees have not been paid
Fees were paid but refunded after withdrawal from current semester		

VACCINATION HISTORY	Yes	No
▪ Received both MMR Vaccinations ▪ Had MMR Titer that documents immunity ▪ Qualifies for Exemptions (e.g., Medical, Religious, etc.) ▪ Meningitis Vaccination? Yes or No ▪ List of other Vaccinations ▪ Alert system of those who have not met requirements ▪ Comprehensive reporting system to track potential communicable "outbreaks"		
Students' Parent/Guardian Information	Yes	No
▪ Full Names of Mother, Father, Guardian ▪ E-Mail Address ▪ Home Address (including city, state, and zip code) ▪ Home Telephone Number ▪ Work Telephone Number ▪ Cell Phone Number ▪ Social Security Number ▪ Date of Birth ▪ Marital Status (single, married, divorced, separated, widowed) ▪ Place of Employment ▪ Full-time or Part-time Employment ▪ Employer Address (including city, state, and zip code)		
Provide at least five (5) modules for Insurance Carrier information:	Yes	No
• Primary Health Insurance Carrier, Policy Number and Plan Name, Policyholder's Name, SSN, Address, Phone, E-Mail • Secondary Health Insurance Carrier, Policy Number and Plan Name, Policyholder's Name, SSN, Address, Phone, E-Mail • Student Health Insurance Plan, Policy Number and Plan Name, Policyholder's Name, SSN, Address, Phone, E-Mail • Primary Prescription Plan Carrier, Policy Number and Plan Name, Policyholder's Name, SSN, Address, Phone, E-Mail • Secondary Prescription Plan Carrier, Policy Number and Plan Name, Policyholder's Name, SSN, Address, Phone, E-Mail • Dental Plan Carrier, Policy Number and Plan Name, Policyholder's Name, SSN, Address, Phone, E-Mail		
CLINICIAN SCHEDULING	Yes	No
▪ Ability to generate a custom schedule per provider ▪ Individual provider schedules can be printed for review or exported as discrete data ▪ Multiple sites per user are supported using a single schedule ○ Location of providers is evident on the schedule ▪ Shows multiple providers per screen, choice of providers is flexible		

	Yes	No
▪ Ability to view a schedule by day, week, month		
▪ Allows matching of providers with resources and rooms for meetings, etc.		
APPOINTMENT SCHEDULING	Yes	No
▪ Student eligibility is evident when scheduling an appointment		
▪ Patient flags or alerts must be associated with making an appointment		
▪ System supports "rules based" appointment scheduling		
▪ Allows flexible increments of time in individual appointments (5, 10, 15, 20 or more min.)		
▪ Supports blocking times permanently, temporarily, and with recurrences over time which occur consistently by day of week, number of days, day of month or week		
▪ Scheduling for providers, resources and rooms is possible for an individual or group of individuals, resources, rooms		
▪ Account information and all other patient demographic information is/can optionally be displayed when scheduling an appointment		
▪ Allows double, triple booking but does display conflicts		
▪ Searches for open slots by provider, day, time		
▪ Appointments can be moved easily to another time, day, provider, and other clinics		
▪ Tracks cancellations, no shows, changes in schedule and reasons; report available to display		
▪ Can provide scheduling history for a patient including cancellations, DNKA, or reschedule with reasons, date and provider		
▪ Allows search for first available appointment using wide range of criteria (time, provider, date, templated appointment type)		
▪ Allows search for appointment availability across multiple clinic sites		
▪ The order of provider schedules is customizable and can be unique to an individual user/multiple users concurrently		
▪ Allows search for all appointments for a given patient		
▪ Has an appointment reminder system that can be automated and flexibly triggered by patient or category		
▪ Allows walk-in/unassigned patients to be assigned to triage and/or patient pool, then reassigned to provider or another clinic		
▪ Appointment system is enabled to utilize telephony for automated appointment reminders o Inclusion in this system is optional and elected on scheduling of appointments		
▪ Appointments can be made from any workstation		
▪ Appointment and/or schedule information can be import/exported for merge with other comparable schedule information		
▪ Schedule information can be made portable, i.e. To a hand held unit.		
▪ Appointment times are customizable for time and type of complaint or procedure		
▪ Schedule conflicts with patient or provider are alerted		
▪ Schedule can accommodate multiple providers, multiple locations, multiple provider types		
▪ Provides ability to view only scheduled times or open times.		
▪ Can monitor/report % open slots or % scheduled slots		
▪ Can flexibly block schedules for wide variety of reasons (holiday, lunch, meetings, leave)		
▪ Can report on blocks by provider and clinic		
▪ Can define the start and end of a day for a provider to accommodate various shifts without the need of cumbersome blocks		
▪ Schedule "templates" can be changed on an ad hoc basis for unique circumstances without distorting entire template		
▪ Schedule supports workflow by providing wait times, locations, status through color changes or other intuitive means		
▪ Status alerts include indications which patients are late for their appointment or did not present for an appointment at all		
▪ Provides ability to assign a patient to a room during the appointment process		
▪ Allows searching for sequences of appointments (same patient or group of patients with a visit to two providers or resources) (Same provider or group of providers with multiple resources)		
▪ Supports generation of a patient waiting list		
▪ Provides ability to track "no charge" appointments		
▪ Tracks personal injury, worker's compensation, or occupational health visits		
▪ Ability to void or clone entire visits		
Reconciles patient visits to ensure charges are associated with all patients admitted		
WEB ACCESS	Yes	No
Provide ability for patients to interact with SHS in the following ways via the web:		
▪ Appointment requests / scheduling		

- Altering appointments within parameters
- Patient education materials
- Advisement
- Prescription refill requests
- On-Line forms
  - o Immunization
  - o Authorizations
  - o Medical History
    - General
    - Specialty (Women's Care)
  - o Patient Registration
- Supports SSL access
- HIPAA compliant
- Patient user codes easy to obtain and use
- Ability for providers/staff to communicate securely with patients via the web
  - o Secure patient/provider interface
  - o Provider web page access point with links to above-noted patient information
  - o Automated capture of content and inclusion in the medical record
- Ability for SHS to be able to communicate securely with outside providers and other entities and append this information to patient's record

GENERAL PMS CRITERIA	Yes	No
- Displays all demographic, financial, insurance info on one screen - Searches for patient using any demographic variable - Links individual patients to family units - Generates patient recall cards, letters, e-mails, and reports - Ability to change status in Business Office if student comes here to pay the health fee - Ability to scan insurance cards - Ability to scan ID cards with photo ID - Ability to download UNIVERSITY OF SOUTH CAROLINA ID Office database of photos - Ability to Pre-assign UNIVERSITY OF SOUTH CAROLINA Students to a USC Primary Care Provider - Ability to update patient demographics in real time - Provides rules-based and data entry error alerts		

GENERAL BUSINESS CRITERIA	Yes	No

- Ability to indicate the Billing Status of Patient
  o Bill Patient Only
  o Bill Insurance Only
  o Bill Insurance and Patient
  o No Bill / No Insurance
- Ability to assign a billing status to a group, such as
  o Occupational Health
  o Workers' Compensation
  o UNIVERSITY OF SOUTH CAROLINA Athletic Department
  o UNIVERSITY OF SOUTH CAROLINA Summer Programs
  o Prescription / Pharmacy Charges
  o School of Medicine
  o Etc, Other
- Ability for On-Line Payments
- Ability to "FLAG" patients with outstanding balances to prevent UNIVERSITY OF SOUTH CAROLINA Registration Process
- Ability to "ALERT" SHS Staff regarding patients with outstanding balances so that Staff can direct patients to Business Office for resolution of those balances. This is especially important when Staff are arranging an appointment for such patients.
- Ability to create multiple fee schedules simply and logical format
- Ability to import and export new fee schedules via Excel or similar software
- System tracks effective and expiration dates for all fee schedules, procedures, and diagnostic codes
- Supports managed care contracts
- Has patient account history screen (charges, payments, etc.)
- Automatically generates co-pay information
- Automates treatment pre-authorizations & referral authorizations
  o Batch run for appointments		

	Yes	No
○ Ad hoc for walk in/same day care		
▪ Prints walk-out statement with prior balances		
▪ Prints proofing and posting reports		
▪ Prints deposit reports to reconcile cash payments per user and by department		
▪ Prints outguide cards, labels, prescriptions, etc.		
▪ Manages collections (letters, reports, payment schedules, etc.)		
▪ Allows capitation analysis		
▪ Allows daily reconciliation of cash drawers		
▪ Allows daily ledger closings that do not allow additional payment postings upon close		
▪ Provides payment codes to include cash, checks, credit cards and Carolina Cards		
▪ Must support inter-departmental transfers		
CODING CRITERIA	Yes	No
▪ Provides CPT coding menus and checking (CPT = Current Procedural Terminology)		
▪ Provide access to complete database of CPT codes and DSM Codes		
▪ Ability to select codes that are most commonly used by SHS staff		
▪ Ability to enter "unofficial" codes for various transactions as needed by SHS		
▪ Billing structure associated with transaction codes for business office use		
▪ Provides ICD-9 coding menus and checking (ICD-9 = The International Classification of Diseases, Ninth Revision) and potential to update to ICD-10		
▪ Provide access to complete database of ICD-9 codes		
▪ Ability to select codes that are most commonly used by SHS staff		
▪ Ability to enter "unofficial" codes for various transactions as needed by SHS		
▪ Progress note templates can be associated with appropriated ICD-9 codes		
▪ Codes updated annually		
▪ Provides HCPCS coding menus and checking for drugs and supplies (HCPCS = Healthcare Financing Administration Common Procedure Coding System)		
▪ Provide access to complete database of HCPCS codes		
▪ Ability to select codes that are most commonly used by SHS staff		
▪ Ability to enter "unofficial" codes for various transactions as needed by SHS		
▪ Codes updated annually		
▪ Can accommodate ADA Codes for Dental Clinic (ADA = American Dental Association)		
▪ Ability to deactivate or inactivate codes		
▪ E/M coding is automated, available, and suggested for all clinical encounters		
CLAIMS CRITERIA	Yes	No
▪ Provides a rules-based billing system to warn of possible coding violations		
▪ Provides for Electronic Data Interchange (EDI) using standardized code sets		
▪ Provides electronic claims remittances		
▪ Ability to track accurate file transmissions and check automatic remittance downloads		
▪ Provide electronic eligibility verification		
▪ Ability to send statements electronically		
▪ Ability to provide paper insurance paper claims (HCFA-1500)		
▪ Provide an efficient tracking system for filing claims and carrier units		
▪ Ability to file claims selectively (all claims or a specific claim)		
▪ Ability to file zero dollar claims		
▪ Ability to submit secondary claims electronically		
▪ Ability to transmit insurance claims via the Internet		
▪ Ability to view claims activity for a specific visit		
▪ Provide automatic tracing of visit status until paid		
▪ Ability to maintain a payment schedule for each insurance plan		
▪ System has insurance carriers' names, addresses, and phone numbers preprogrammed in the software		
▪ Ability to scan insurance cards and EOBs		
▪ Allows multiple payers (>4) per patient		
▪ Allows multiple payers per procedure code (open-item posting)		
▪ Allows batched entry of payments (1 check for multiple patients)		
▪ Prints hard-copy insurance claim forms (HCFA)		
▪ Submits claims electronically		
▪ Uses HIPAA compatible formats & code sets		
POSTING CRITERIA	Yes	No
▪ Ability to allow for automatic remittance downloads		
▪ Ability to apply deposits to a visit / line-item posting		
▪ Ability to automatically distribute payments		

▪ Ability to post zero-dollar payments			
▪ Ability to handle capitation payments			
▪ Ability to automatically calculate alloweds and withholds			
▪ Ability to easily transfer funds between insurer and patient			
▪ Ability to post payments, adjustments, and transfers at the same time			
▪ Ability to set up a system that mimics the Explanation of Benefits (EOB)			
▪ Ability to automatically attach automated text to payments, adjustments, and transfers			
▪ Ability to print receipts at the time of each visit			
▪ Ability to attach scanned images of EOBs to payments			
▪ System follows rules-based posting			
ACCOUNTS RECEIVABLE AND COLLECTIONS CRITERIA	Yes	No	
▪ System tracks amounts charged, expected payments, amounts paid, adjusted or refunded, and balances due			
▪ Ability to easily obtain information on unpaid visits, overpaid visits, and/or non-sufficient funds payments			
▪ Ability to view a summary of all outstanding receivables and line-item details such as payments and adjustments			
▪ Ability to easily transfer unpaid visits into collections			
▪ Ability to make notes for tracking contact dates			
▪ Ability to include collection notes / reminders on statements			
▪ Ability to group insurance carriers for collections follow-up			
▪ Ability to maintain a payment schedule for each insurance plan			
▪ Ability to handle different co-pays on a per-procedure basis			
▪ Supports ability to "group" accounts and "task" staff with a discrete workload			
▪ Supports administrative oversight and management of claims/bill processing workflow			
▪ Ability to attribute payment to specific services			
▪ Ability to sort and report accounts receivable and collection by clinic and provider			
GENERAL PRATICE REPORTING	Yes	No	
▪ Includes a pre-programmed set of practice analysis reports			
▪ Allows customized reports on any data element			
▪ The following information should be permanently attached to patient ticket for later reporting activities:			
o Fees-Paid Status			
o Residence Status			
o Student Class Status			
▪ Ability to provide patient flow time studies			
▪ Ability to provide reports by			
o Patient			
o Clinic/Department			
o Clinician			
o Entire SHS as a whole			
o Diagnosis			
o Transactions			
o Visit type			
▪ System offers report writer access to all data. It is an open-system architecture			
▪ Ability to report Patient History of Visits, Insurance Filed, Amounts Paid, and etc.			
▪ Ability to print reports one at a time – in addition to tagging and printing in a batch			
▪ Ability to use filters to limit report printing based on various criteria			
▪ Provides on-screen viewing			
▪ System has custom report capabilities with other applications, such as those for word processing, database management, and spreadsheets			
▪ Ability to export data into another software package (such as Excel)			
▪ Ability to track and report on incurred but not reported (IBNR) amounts (for primary care physicians) responsible for paying specialists			
▪ Ability to customize statements and reports without the assistance of the vendor's technical staff			
▪ Ability to obtain a report showing the number of active patients			
▪ Ability to obtain a report on patients by zip code			
▪ Ability to obtain a report by patient, diagnosis, and procedure			
▪ Benchmarking information			
o Health status tracking, asthma, smoking, immunizations, etc			
o Clinical reporting for JCAHO, AAAHC, ACH initiatives etc.			

	Yes	No

▪ Numerical data can be flow charted or graphed
▪ System can create chart summary documents based on
    o Individual patients
    o Scheduled patients
    o Patients seen on a particular day
    o All records
    o System suppresses selected information from printing (HIV, Drug, ETOH use, etc.)		

Electronic Medical Record (EMR) Highly Desired Specifications

General EMR	Yes	No
General EMR **Structure/Knowledgebase** ▪ Software has a consistent "look and feel" throughout all modules ▪ Methods of navigation and option choice are clinically intuitive and consistent ▪ Architecture is open and all features are enabled with standard Microsoft shortcuts, efficiencies, tool and task bar utility ▪ Communication, scheduling, and calendar information is handled in a manner compatible with Microsoft Outlook ▪ Vendor template knowledgebase is updated at least annually ▪ System includes a form designer for creating specialty forms ▪ Vendor supports a Web Page or repository that clients can use to exchange templates and forms (e.g., user support group)		

SCOPE	Yes	No

▪ Contains standard elements of patient history (CC, HPI, PHx, FHx, etc.)
▪ Patient chart should have the capacity to contain, scan and archive all patient information (Paperless)
    o Summary information is presented in a customizable format
▪ Can support the measurement of health status
    o Customizable based on templates or codes linked to question answers
▪ Supports generation of patient panels/population groups for focused care/assessment
▪ Provides for the full range of student/patient demographics required
▪ Templates are fully customizable by end users without distortion of source code
▪ Allows direct, web based and scanned forms for patient driven data entry
▪ Serves as the platform for ordering labs and obtaining results, prescribing medications, and documenting the full range of patient-staff or staff-staff communication.
▪ Takes full advantage of multimedia capabilities of current technology such as digital imagery, video or audio capture, interfaces with phone and e-mail communication, and anatomical artwork
▪ Provides for the full capture of a maximal amount of discrete clinical data for future retrieval or research using standard database query tools.
    o Data dictionary can be mapped to SnoMed nomenclature
▪ Allows for the integration of clinical decision information/support
▪ Clinical decision-making rationale is made apparent in encounter documentation
▪ Vital sign information can be compared to other vital signs or numeric parameters in a single view (e.g., weight, serum glucose)		

PERFORMANCE	Yes	No

▪ Offers adequate security without cumbersome login processes
▪ Allows simultaneous users on a single record
▪ Allows mirror images of servers
▪ Has a minimum "Down" time of 0.5% or less with maximum "Up" time of 99.5% or greater
    o Updates can be completed in live mode
    o Backups are completed over night
    o Has minimum time between screens – Each <u>vendor to specify time</u> between screens with their system
▪ Serves as "infrastructure" for information that supports clinical workflow at the SHS
▪ Allows for juxtaposition of personal, professional, and facility schedules that is exportable
▪ Functionality is preserved across a range of hardware; desktop, terminal, wireless, tablet PC
▪ Allows seamless navigation into external software (Proprietary patient education matter, decision making support such as UpToDate, SHS Policy and Procedures, protocols, guidelines, Word, Excel, Adobe) and back
    o Task bar icons facilitate navigation		

EMR FUNCTIONALITY	Yes	No
Clinical Workflow ▪ Provides timely reminders to clinician ▪ Allows supervision of charting for midlevel and student learners ▪ Provides intuitive "tasking" functionality that facilitates clinical team performance, such as assigning tasks from provider to nurse o Tasking functionality is "Outlook" based in user interface ▪ System provides for smooth transitions between reception, nursing, clinician, discharge users ▪ System provides backup coverage capability so that clinician tasks can be assigned or forwarded to another		
USER INTERFACE	Yes	No

▪ System provides a "summary" interface where aggregated patient information can be viewed
 ▪ System can default to a user defined template preference
 ▪ System provides specific user and departmental views
  o Allows for different nursing views, nurse or educator notes
 ▪ System is accessible from a remote location (home, hospital)
 ▪ System provides a "workspace" where multiple sources of demand are aggregated, consistently separating static vs. dynamic data
 ▪ System can support handwriting recognition and convert to typed entry
 ▪ System can support handwritten annotations
 ▪ System can support voice recognition software
 ▪ System can support finger print readers
 ▪ System can provide signature pad for patient/client
 ▪ System provides clinician "planner" functionality for
  o Schedules
  o Prompts for incoming lab results and outstanding charting
  o Messages outstanding (phone, e-mail, or voice)
  o Notification that patients have reviewed approved results
 ▪ System promotes consistent use by many types of users in patient's presence		

FLAGS AND ALERTS	Yes	No
▪ Allows ad hoc flagging or supports alerts to all users that is flexible ▪ Specific flags for guidelines, drug allergies, etc. ▪ Provides automated phone or e-mail reminders to patient if patient milestones are not met ▪ Urgent messages to providers or support staff can be denoted clearly ▪ System can notify users if a patient is under case management, high risk, peer or ethics reviews ▪ System monitors patient compliance with appointments, referrals, tests ▪ System will report overdue orders ▪ System allows alerts for "panic" or selected values of reported/recorded tests		
PATIENT ACCESS	Yes	No
▪ Allows generation of follow up lists with demographic information, reason for follow up, if done, by whom ▪ Provides automated mechanisms (e-mail, phone) to verify appointments, procedures		
COMMUNICATION	Yes	No
▪ Phone requests and advice can be captured and tracked ▪ E-mail is supported and is associated with the patient's record ▪ Can generate letters or e-mail to patients to notify of abnormal results ▪ All correspondence to patients is attached to chart ▪ Supports more general e-mail communication amongst staff (Notify of in-service, drug reps, meningitis alerts, etc.) ▪ Provider messages, referral information, lab data, etc, can be re-directed to another individual		
LABORATORY/RADIOLOGY/DIAGNOSTIC	Yes	No
▪ Tracks patient activity (status, location, time) while obtaining labs and x-rays ▪ Abnormal results are alerted or flagged to provider with backup process ▪ Abnormal results can be tracked, documented, and follow-up reminders generated ▪ Labs can be aggregated as discrete data for manipulation/review or graphical presentation ▪ Must be able to interface with Orchard LIS, LabCorp, etc ▪ Can support future/potential digital radiographic information ▪ Labs can be sorted by patient, test, provider, or data ▪ Ordering of labs is triggered by plan level documentation by provider ▪ Electronic signing of labs is not redundant. The option to enter a lab value into patient's chart is done while documenting the encounter; only once.		

	Yes	No
▪ System can support the importing and storage of PFT (spirometry) and EKG data as part of any encounter record. Current EKG equipment is not capable of facilitating this.		
PHARMACY	Yes	No

▪ Supports prescription writing, print, fax, and electronic submission
▪ Supports medication ordering/request for medications for in-house use
    o For a specific patient (Rx)
    o For a resource (Clinic)
▪ Allows access to formulary information (for USC and other insurance carriers as well)
▪ Can interface with QS/1 (and/or ProPharm)
▪ Supports co-signature for NP, PA and nursing staff that does not hinder patient flow
▪ System can track and notify of side effects and previous drug failures
▪ Flags allergies, limits drug-drug interactions, can follow side effects flexibly
▪ Supports downloading of formulary information
    o Can display multiple formularies concurrently
    o Supports updating of formularies
▪ Retains medication history and if discontinued, reasons why
▪ System allows selection of several medications from medication list or prescription history for 1-step refills
▪ System allows rapid generation of prescriptions (as little as 3 seconds)
▪ Medication cost information can be made available for providers
▪ Medication lists can be printed for patient's records
▪ System maintains a list of patient's preferred pharmacies
▪ Drug information and/or instructions for use can be printed for patients during the encounter
▪ Clinicians can customize drug lists or create a "favorites" list of their unique or more commonly prescribed medications
▪ System supports medication recalls
    o Generates a list of patients
    o Allows deletion of medication from patient's profile
▪ System supports the documentation of use of "stock" or "floor" medications or samples
    o Maintains data on name, number, route, strength, lot, expiration date, who administered, site of administration
▪ System supports documentation of IV fluid administration, type, quantity, rate, site, who established, discontinuation		

CLINICAL DECISION MAKING	Yes	No
▪ Point of care references are available ▪ Supports an array of clinical decision support tools with less than 5 seconds response, 2-3 clicks ▪ E/M coder suggests alternative coding and associated documentation requirements		
REFERRAL SUPPORT	Yes	No
▪ Referral lists of sites, providers, specialties are available ▪ Referral notes are generated and can be edited ▪ Referral notes can be sent directly from the EMR, during a referral encounter ▪ Compliance with referral and/or receipt of consultation documentation can be tracked ▪ Referral activity can be aggregated by referral source, diagnosis, provider, or groups of providers		
DOCUMENTATION	Yes	No
▪ Allows use of patient photo as identifier ▪ Easy error correction ▪ Allows documentation of multiple problems simultaneously ▪ Provides shortcuts for common problems, procedures, or visit types ▪ Patient encounters can be cloned for current use ▪ Multiple methods of documentation supported (keyboard, touch, pen, voice, dictation, etc) ▪ Supports the use of macros or text entry shortcuts ▪ Users can modify, generate, share templates ▪ Facilitates documentation of consent ▪ Supports wide range of documentation needs (MH, PT, Health Promotion, Nursing education, Screening, etc.) ▪ Scanned documentation, outside records easily accessible and linked to clinical content as appropriate ▪ Fax and e-mail information can be directly entered into patient chart as opposed to scanning printed document ▪ Allows direct transcription entry into a patient's chart ▪ Free text or voice entry can be embedded anywhere in a note ▪ The EMR can support "required" fields to enforce compliance with data capture initiatives		

	Yes	No

▪ Charts can be attached to e-mails, tasks, memos
▪ Past history elements can be globally imported into a note with single click
▪ Vital signs can be directly entered using an automated vital sign monitor (eg. Welch-Allyn, ProPac)
▪ Faxing of documents or accepting of fax information is an integrated function
▪ (no 3rd party)
▪ Documents can be manipulated from within document management function rather than third party software
   o Rotate, flip
   o Attached, e-mailed
▪ System allows progress notes to remain open or unsigned while awaiting lab studies, outside information, transcription, etc. System will remind clinician of charts that need to be signed off before allowing shutdown.
▪ Diagnostic information such as PFT, EKG, etc. can be imported
▪ Can be viewed or printed in standard SOAP format with crisp, professional appearance		

PATIENT FUNCTIONALITY	Yes	No

▪ Supports patient entered data (Health History, Present Illness)
   o Input through scanable forms
   o Patient directed input through third party software such as Instant Medical History
▪ Communication via e-mail
▪ Appointment reminders (for F/U, based on Plan, based on Guidelines, Preventive service reminders)
▪ Patient Education Material, is:
   o Optionally available to patients over the web
   o Can be utilized as real time materials within an encounter
   o Can be edited by providers during the encounter
   o Provided and maintained by the vendor, not a third party
   o Is documented (triggering automated print on discharge or as needed)
   o Content includes
      • Diagnosis Related Information
      • Care Plans
      • Special Instructions
      • Special Diets
      • Health and Lifestyle Content
      • Complimentary Medicine
▪ Appointments, prescription refills can be requested by e-mail or web interface
▪ System can support patient/web/provider interface that is secure		

Technical Requirements Mandatory. Please indicate compliance by providing yes/no by each requirement.	Yes	No
Includes the capability of bi-directional interface with existing equipment (Coulter ACTDIFF 5 and Clinitek Status) to capture test results and associate these results with a specified patient record available to a requesting provider. Proposed system must also have capability of interfacing with any additional industry standard equipment acquired by the Student Health Center.		

Willing to provide quotes for the development and implementation of interfaces with outside laboratories and the PyraMED EMR (Electronic Health Record) to automatically receive order data and laboratory reports.
   a. Labcorp
   b. Professional Pathology Services
(Contact information for these entities will be provided to the contracted vendor)		

Have user friendly ad-hoc reporting capability, or capability to export data into third party data analysis tool (i.e. Crystal Reports, etc…)		
Integrated insurance waiver interface		
Provide a data management design feature that supports integration and sharing of data among all applications.		
Provide data management features that eliminate the redundant maintenance of duplicate data (e.g. relational database, etc.).		
Provide sufficient back-up and recovery features to assure minimal data loss due to a system failure, power outage, etc.		
Immunization tracking and compliance		
Provide multi-level password security down to options within menus.		

Provide future software releases and updates to all applications as part of regular software maintenance fees.		
Provide toll free customer support 24 hours, seven days per week.		
Provide commitment to support HL7 healthcare industry system integration standards.		
Provide technical documentation for support staff including system overviews, design, flowcharts and file layouts.		
Provide help screens to assist novice users in all applications.		
Interfaces to University Id Card and Information System		
Patient/Student accounts interfaces for Bursar billing		
Comprehensive billing system that is integrated with the scheduling and medical components (cashier, account billing, insurance filing)		
Scheduling system that sends appointment email reminders (HIPAA compliant communication), allows group scheduling, reoccurring appointments, quickly alters/changes appointments, various features to support specialty clinics (ortho, physical therapy, nutrition etc.)		
Secure messaging to patients/clients		
Provides internal staff messaging		
System that allows patients/clients to make, cancel and move appointments, fill out health history, enter patient data 24/7 (Portal) and provide self-check in.		
System that is also designed for counseling centers (DSM-IV coding) xand creates restricted access from other areas within the EMR, yet allows for minimal information to all users to enhance continuity of care (Controls and security to support complete integration with Student Health, and Campus Wellness.		
Comprehensive time based and customized report creator that allows for exporting into excel, access (etc.) in individualized cells for easy manipulation of data.		
CONNECTIVITY/INTEGRATION/INTERFACES	Yes	No
- Supports XML - Allows launching of Windows applications from within the EMR and saving these files to the patient record without the need for users or administrators to perform import routines - Integrated database of ICD-9 billing codes. - Integrated E&M coder. - Integrated provider/staff scheduling program - Includes a billing program integrated with the EMR - Interfaces with laboratory systems so lab results are imported directly into the EMR - The system can be configured with two-way interfaces with ancillary or other systems (e. g., laboratory, pharmacy, radiology, etc.) - The system provides X-rays/digital radiography and/or has been integrated with Digital Radiography systems - Vendor has established interface with LabCorp for direct import of lab data into the system - Can interface with patient entered data software such as Instant Medical History - Includes integrated documentation management which provides for scanning paper charts, notes, graphs, images, questionnaires, etc. and allows all scanned documents to be tagged, indexed, and categorized for easy finding and retrieval - Includes integrated interoffice messaging - Includes integrated provider workflow tool that consolidates information from many sources. (i.e., from a single screen, providers can view messages in their inbox, follow patient flow through a clinic, sign off chart notes, and see their schedule) - The system supports online enterprise wide master person index (EMPI consisting of patient demographic, insurance and visit history information for every patient identified to the health care enterprise) - The system supports online inquiry into the master person index from provider facilities within the healthcare enterprise - System can convert multiple file types into uneditable formats compliant with medical records legislation - The system can import documents electronically (not through scanning) and index them with other scanned documents - Employs pick lists, check boxes to index scanned documents - Links via EDI to expedite claims processing - Links via EDI to edit and resubmit claims - Remote Access: Can accommodate VPN technology - Provider scheduling - Supports the development and maintenance of accurate clinician schedules - Access for appropriate staff to review clinical or operational information such as clinician		

schedules		
▪ PDA: Minimum requirements: Exportable schedule data (primary or after merge of exported data with external calendar)		

USE OF HARDWARE AND PERIPHERALS	Yes	No
▪ System is capable of running on standard PC hardware (i.e., Dell PowerEdge servers, Dell Optiplex workstations, Dell/EMC Storage Area Networks, Motion Computing tablet PCs, etc.) ▪ Software designed for configurability with respect to storage size, screen resolution, printers, etc. ▪ Extensible as LAN or intranet application ▪ System is compatible with magnetic ID Card Readers ▪ System is compatible with biosensor devices for secure login ▪ System is compatible with barcode scanners ▪ Supports industry standard electronic signatures ▪ Supports use of public/private key algorithms to ensure approved access to the system		

SECURITY	Yes	No
▪ Supports use of biosensor technology for login ▪ Allows customizable access/security levels for different users ▪ An individual's security can be set according to the role he or she plays in patient care ▪ Provides automatic analysis of audit trails/unauthorized access attempts ▪ Provides for different users to have different levels of security ▪ Provides for certain users to have view only access to parts of the chart ▪ Provides for certain users to be denied access to certain chart sections but not the rest of the chart in order to maintain confidentiality ▪ Access to patient records can be restricted to certain modules or functions based on the user's need to know ▪ Access to a patient's entire medical record can be restricted to specific users ▪ The system provides options for controlling how information is shared and/or restricted between multiple sites ▪ The system requires the entry of an electronic signature at key security points ▪ The system can distinguish separate security clearance to controlled versus not controlled medications ▪ The system can be configured to give consultants temporary access to specific patient records ▪ The system provides the ability for the patient and physician to establish the desired confidentiality level down to the data element level in the EMR ▪ The system provides the ability to restrict views based on additional parameters, such as "need-to-know" basis ▪ The system provides the ability to use public / private key algorithm technologies to ensure approved access to the system (e. g., personal authentication devices, PAD) ▪ The system provides security checks to control user access to patient information based on patient / physician association ▪ The system provides the ability to restrict changes to data once it has been saved ▪ Inactive workstations can be automatically timed out ▪ The system provides sufficient backup and recovery features to assure minimal data loss due to a system failure, power outage, etc. ▪ The system supports controlled external access from remote sites (e. g., using callback security system with no direct modem lines into system) ▪ The system can suppress selected clinical information for printing (i.e., HIV, drug use, etc). ▪ The physician can control what data is suppressed by diagnosis ▪ The system can lock out users after x failed logon attempts o The system administrator can control the number of failed attempts		

EASE OF LEARNING	Yes	No

▪ Employs an intuitive design using Windows standard navigation methods, menus, and shortcuts
▪ Provides on-line context-sensitive help
▪ Provides at least 40 hours of onsite training included
    o Offsite training – if required, cost is covered by the vendor
    o Travel expense – if required, cost is covered by the vendor
    o Provides Train-the-Trainer instruction
▪ Provides tutorials and at least three printed training manuals
▪ Training is provided for new releases and major updates
▪ Provides at least two printed administrator implementation and support manuals		

EASE OF USE	Yes	No

- Employs logical layout of screens
- Employs easy navigation to related information
- The system relies predominantly on popup lists, check boxes, and multiple-choice items to enable data entry with only a few clicks of a mouse or taps of a stylus.
- Users can easily customize text boxes, shortcuts, and categories to ensure that they can easily capture the information they need
- Users can customize screens
- SHS can customize the program (e. g., templates) without modifying or affecting the source code
- Users can modify existing templates and create new templates without programming skills
- Offers the ability to access the Internet easily from within the application
- The system provides access to system maintained data element definitions within report writer software
- The system provides Web based access to data
- The Web server can be configured to offer access to financial or administrative, as well as clinical, data
- The system maintains and allows for the review of digital/scanned images
- System automatically generates telephone reminders if certain scheduled milestones are not met (e.g., medications not picked up, etc.)
- The system contains a clinic wide email/messaging system
- Easy error correction
- Allows multiple simultaneous users
- Allows multiple workstations
- Allows for more than one user to concurrently update a patient record
- Alerts simultaneous users of each other's presence on the same record
- Engineered with user friendly emphasis
- Designed to add new data elements dynamically
- Supports integrated/interfaced document imaging via icon on the clinical workstation
- Supports integrated/interfaced diagnostic imaging via icon on the clinical workstation
- Supports integrated/interfaced voice dictation via icon on the clinical workstation
- Supports integrated/interfaced full motion video via icon on the clinical workstation
- Supports integrated /interfaced speech recognition via icon on the clinical workstation

BUSINESS REQUIREMENTS	Yes	No
Assign and track the chain of custody via an accession number from the time a specimen is taken from the patient to the point that it gets discarded and must be able to print bar-coded labels with the accession number for draw tubes.		
Print tube type and volume on specimen labels.		
Support retrieval of patient records by multiple sources (e.g. SSN, student ID, alphabetical, accession #, etc.)		
Support retrieval of patient records by partial (e.g. first few letters of) patient last name.		
Process orders for profiles that include multiple tests.		
Have the ability to correct a field on a screen without having to re-enter entire order transaction.		
Allow entry of orders for future dates.		
Allow splitting one ordered test into more than one request.		
Automatically check for and warn of duplicate test orders.		
Support cancellation of tests--logging accession #, test code, patient name, reason, date, time, and tech ID.		
Provide simple method to order additional test requests on sample already received and processed in lab.		
Allow patient test to be incomplete for at least 3 weeks in the system.		
Provide that uncollected specimens continue to appear on subsequent lists until cancelled or collected.		
Print worklists by workstation		
Print daily detailed master log of all work performed in lab for audit purposes.		
Display patient age and sex on reports.		
Provide capabilities for graphic display of test results.		
Support entry of comments for non-numeric results and interpretative reporting in results entry screens.		
Provide physician utilization report (e.g. number of tests requested by a physician).		
Ability to generate epidemiology reports for public health reporting.		
Generate revenue reports by test.		

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JANUARY 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

1. User satisfaction information that can demonstrate competence in providing cohesive, balanced service and support

2. Vendor must provide at least five (5) references of healthcare organizations similar to SHS at University of South Carolina that have had its EMR system installed and operating effectively for at least two (2) years. The reference list must include the organization's name, contact person(s), address, and telephone number. More information is welcomed and encouraged.

3. Characteristics of SHS for comparison purposes include:
    a. Medical Services, including Urgent Care
    b. Women's Health Clinic
    c. Sports Medicine Clinic
    d. Counseling and Psychological Services
    e. Health Promotion / Education
    f. Approximately 90,000 Patient Visits Annually
    g. Approximately 100,000 sq. ft. Building (new in 2013)
    h. Approximately 175 Staff
    i. Approximately 40 to 50 Providers on Staff (includes psychologists)

4. Vendor must provide a list of all healthcare organizations that have cancelled or non-renewed their contract with the company in order to change to a competing EMR brand within the last five (5) years. The list must include the organization's name, contact person(s), address, and telephone number. More information is welcomed and encouraged.

5. Vendor provides its most current Annual Report.

6. Vendor provides a notarized summary of the most recent five (5) years of the company's audited financial statements.

7. Vendor provides its most recent ratings report from Standard & Poor's, if available.

8. Vendor provides its most recent ratings report from Dunn and Bradstreet, if available.

9. Vendor provides results of customer satisfaction surveys conducted during the last three (3) years.

10. Vendor provides published comparisons to other vendors that include criteria addressing customer satisfaction and quality of product.

11. Vendor provides a written statement of its Customer Service Philosophy.

12. Vendor provides a written description of how disagreements with customers are managed by the company. This may include written policies, procedures, and processes adopted by the company as well as written mediation, appeals, and other grievance processes.

13. Vendor provides independent reports that directly address its customer service history or the quality of its EMR product conducted within the last three (3) years and including the reporting company's name, contact person(s), address, and telephone number.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

VI. AWARD CRITERIA

AWARD CRITERIA – BEST VALUE BIDS (JANUARY 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

EVALUATION FACTORS – BEST VALUE BID (JANUARY 2006) Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Cost: Total cost associated with the furnishing, delivery, and installation of the new electronic Medical Records system as specified herein.

2. Vendor experience and ability to provide required support services. References shall be incorporated into this review. The scoring shall also be based on the EMR's functionality, limitations and the technology available to support USC's EMR goals.

a. Include a signed letter of understanding of the scope of the work to be done under this contract.
b. Provide a detailed plan for implementation of this project.

3. Functionality, ease of use, and ability to meet USC's EMR goals as demonstrated in vendor's presentation.

a. All responsive vendors will be required to perform a presentation addressing the functionality, ease of use, and ability to meet USC's EMR goals.

Values

1. 60 Points   Cost

2. 20 Points   Vendor experience and ability to provide required support services. References shall be incorporated into this review. The scoring shall also be based on the EMR's functionality, limitations and the technology available to support USC's EMR goals.

3. 20 Points   Functionality, ease of use, and ability to meet USC's EMR goals as demonstrated in vendor's presentation.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JANUARY 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the

court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JANUARY 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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (JANUARY 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.

DISPUTES (JANUARY 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.

EQUAL OPPORTUNITY (JANUARY 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.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 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.

FIXED PRICING REQUIRED (JANUARY 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.

NON-INDEMNIFICATION (JANUARY 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JANUARY 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.

PAYMENT (JANUARY 2006): (a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

PUBLICITY (JANUARY 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JANUARY 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.

SETOFF (JANUARY 2006) The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JANUARY 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.

TAXES (JANUARY 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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 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.

THIRD PARTY BENEFICIARY (JANUARY 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.

WAIVER (JANUARY 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.

VII. TERMS AND CONDITIONS – B. SPECIAL

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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.

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.

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: http://www.sc.edu/hipaa/

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT -   The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006) (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its

compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 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. § 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. § 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 § 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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

NOTE: Please furnish an itemized price list to include a breakdown of materials and labor.

Furnish, deliver, and install a turn-key solution for an electronic $_____
medical record/practice management

Annual Maintenance and Support   Year 1 $_____
       Year 2 $_____
       Year 3 $_____

TOTAL $_____

Company Name:_____

Authorized Signature:_____

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 803-898-5383.

	STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE **NONRESIDENT TAXPAYER** **REGISTRATION AFFIDAVIT** **INCOME TAX WITHHOLDING**	**I-312** (Rev. 5/7/04) 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5.   Hiring or Contracting with: _____
                Name: _____
                Address: _____

            Receiving Rentals or Royalties From: _____
                Name: _____
                Address: _____

            Beneficiary of Trusts and Estates: _____
                Name: _____
                Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
  (check the appropriate box):
  ڧ The South Carolina Secretary of State or
  ڧThe South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

                                    (Seal)

_____   _____
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)   Date

If Corporate officer state title: _____

_____
(Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!

- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors 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.