

	State of South Carolina Request for Proposals (Competitive Negotiations)	Solicitation Number:	5400030161
		Date Issued:	9/29/2026
		Procurement Officer:	Monica Briseno
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DESCRIPTION: **Find Your Future Portal**

USING GOVERNMENTAL UNIT: **SC Department of Employment and Workforce**

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

SUBMIT OFFER BY (Opening Date/Time): **11/13/2026 11:00 AM** (See Section L - Instructions, Conditions, and Notices to Offerors)

QUESTIONS MUST BE RECEIVED BY: **10/20/2026 11:00 AM** (See Section L - Instructions, Conditions, and Notices to Offerors)

NUMBER OF COPIES TO BE SUBMITTED: Online Submission

CONFERENCE TYPE: <u>Pre-Proposal Meeting</u> DATE & TIME: 10/13/2026 10:00 AM EST (See Section L.44.8)	LOCATION: Web Conference
AWARD & AMENDMENTS	Award will be posted on 2/16/2027 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. In accordance with the solicitation the undersigned agrees, if this offer is accepted within two hundred and ten calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. (See Section L - Instructions, Conditions, and Notices to Offerors)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)			(See " Section L - Instructions, Conditions, and Notices to Offerors)
☐ Sole Proprietorship	☐ Partnership	☐ Other _____	
☐ Corporate entity (not tax-exempt)	☐ Corporation (tax-exempt)	☐ Government entity (federal, state, or local)	

COVER PAGE

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

	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Invoicing Instructions" clauses)
	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 Section L - Instructions, Conditions, and Notices to Offerors)

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

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B.1 General

On behalf of SC Department of Employment and Workforce (DEW) the South Carolina State Fiscal Accountability Authority (SFAA) Division of Procurement Services is seeking proposals from qualified vendors to develop a statewide workforce portal, the Find Your Future Portal, which is intended to serve as an experience and coordination layer that helps individuals, employers, education partners, workforce partners, and other stakeholders navigate education and employment pathways while preserving existing systems of record. Offerors should demonstrate an understanding of the FYF Portal as a complex statewide experience layer, and not merely as a basic website, job board, or content repository.

B.2 Contract Type

This is a firm fixed price contract as specified below.

B.2.1 Relationship Of Using Governmental Units (Jan 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.

B.3 Pricing

Pricing for this contract is detailed on Attachments 2 and Attachment 5 which are incorporated into this Section B by reference.

B.3.1 Fixed Pricing Required (JAN 2006)

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

B.4 Technical Approach and Staffing

Award of this contract is based in part on the Offeror's technical approach and staffing commitments as reflected in its accepted final proposal. Only those portions of the Offeror's technical approach and staffing commitments that are expressly incorporated into the final Contract shall constitute contractual obligations.

Key Personnel roles, qualifications, responsibilities, approval requirements, retention expectations, and replacement procedures are governed by Schedule A – Key Personnel, which is incorporated by reference. Other Contractor staffing roles, functions, resource commitments, and staffing requirements are governed by the applicable Statement of Work provisions, Attachment 2 – Pricing and Staffing, and other applicable Contract documents.

The Contractor's incorporated technical approach and staffing commitments supplement and shall not supersede, reduce, or modify any requirement of the Contract unless expressly negotiated and incorporated by the Procurement Officer. Any inconsistency shall be resolved in accordance with the contract clause titled "Contract - Order of Precedence – Integration."

C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Attachment C is incorporated into this Section C by reference.

D. PACKAGING AND MARKING

Reserved.

E. INSPECTION AND ACCEPTANCE

Proposed Inspection and Acceptance Terms are in Attachment E which is incorporated by reference. Except for the payment condition expressly stated below, the inspection and acceptance procedures in Attachment E represent the State's proposed terms and may be refined through the competitive negotiation process.

The State will only make payment for a deliverable-based milestone occurring prior to complete implementation of the FYF Portal after the State has formally accepted the applicable milestone in writing.

F. DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance shall support a phased implementation model that includes clear milestone deliverables, readiness gates, written acceptance, launch stabilization, and recurring operations. All dates, term length, renewal structure, and performance periods will be finalized upon award.

The period of performance shall encompass the following phases. Each phase must include all required Service Management, Change Management, Communication Plan, security, privacy, accessibility, and operational readiness activities described in the solicitation.

Performance Phase	Purpose
Mobilization and planning	Notice to proceed through project kickoff. Confirm governance, staffing, communication protocols, risk and issue management, decision routing, deliverable expectations, acceptance processes, and subcontractor coordination under the Prime Contractor's unified management model.
Discovery and design	Validate requirements, user journeys, product backlog, architecture, integrations, data model, security plan, privacy and consent model, accessibility approach, AI governance approach, and delivery roadmap. Confirm release designations for MVP Release 1, Release 1.1, and future lifecycle functionality in accordance with Attachment 7.
Build, configuration, and integration	Configure and develop portal capabilities, integrations, identity and access management, data exchange, dashboards, workflows, AI-assisted capabilities, and approved optional functionality. All work must comply with volatile-session data

Performance Phase	Purpose
	rules, consent requirements, DIS-200, Section 508, WCAG, and State-approved security and privacy controls.
Testing and readiness	Conduct functional, integration, data, security, privacy, accessibility, performance, regression, user acceptance, operational readiness, and go-live testing. Validate monitoring, Service Desk readiness, knowledge base content, release communications, affected-party notifications, and cross-agency coordination.
Launch and stabilization	Execute cutover, launch support, incident response, user support, stakeholder communications, stabilization, defect remediation, training, and initial performance reporting. All launch activities must follow State-approved communication routing and Service Management processes.
Operations and continuous improvement	Provide full-Service Management, maintenance, monitoring, incident and problem management, change and release management, reporting, enhancements, security updates, accessibility support, AI governance, and knowledge transfer. Operations must remain fully included in the fixed price.

F.2 Conference - Pre-Performance

A pre-performance conference shall occur within thirty days of award finalization and before substantive work begins. The conference shall confirm:

- Governance structure and communication routing
- Key personnel and subcontractor roles
- State-provided resources and access requirements
- Schedule expectations and release sequencing
- Deliverable format and review timelines
- Acceptance process and readiness gates
- Security, privacy, accessibility, and consent requirements
- Integration dependencies and volatile-session data rules
- Required Service Desk and Change Management preparation

F.3 Deliverables

The Contractor shall submit all deliverables in editable, State-approved formats. Deliverable content and quality standards are governed by Section C.6 – Deliverables, and inspection and acceptance are governed by Section E – Inspection and Acceptance. Each deliverable shall comply with the Contractor’s accepted final proposal and this solicitation, including all applicable attachments, schedules, exhibits, and Statement of Work provisions.

Deliverables must demonstrate traceability to the solicitation requirements and to the Contractor’s proposed solution, including the technical architecture, user experience, data and integration approach,

security and privacy controls, accessibility standards, AI governance commitments, Service Management model, Change Management process, communication and coordination requirements, and volatile-session data handling rules. All deliverables shall reflect the Prime Contractor’s unified accountability model and must incorporate the operational, security, privacy, accessibility, and governance expectations established throughout the solicitation.

The table below is the authoritative Contract deliverable catalog and identifies the required deliverable IDs, phase/timing, and minimum content. Deliverables shall align with the release-designation requirements in Section C.6.1 and the State-approved release plan and shall remain consistent with the Contractor’s accepted sequencing, assumptions, dependencies, and pricing structure.

ID	Deliverable	Phase/Timing	Minimum Content
F.3-A	Project Management and Governance Plan	Mobilization	Project approach, roles, communications, schedule, risk, issue, decision, dependency, change, deliverable, acceptance processes, subcontractor management, escalation model, and communication routing.
F.3-B	Integrated Master Schedule and Release Plan	Mobilization and updates	Baseline schedule, release plan for MVP Release 1, Release 1.1, and future lifecycle functionality, dependencies, review gates, critical path, and update cadence.
F.3-C	Requirements Traceability Matrix	Discovery/design and updates	Complete RTM with release designations, method of meeting each requirement, explanation/comments, and traceability to applicable testing and acceptance evidence.
F.3-D	UX and Product Design Package	Discovery/design	State-approved User Research and Usability Validation Plan; research questions, methods, instruments, participant-selection criteria, accessibility and language accommodations, consent and privacy controls, and schedule; documented State-authorized interviews, workshops, focus groups, contextual inquiry, workflow observations, journey and persona validation, co-design sessions, surveys, prototype reviews, task-based usability testing, accessibility and assistive-technology testing, and plain-language or content-comprehension testing, as applicable; participant categories and representation analysis; personas; user journeys; service blueprints; wireframes; prototypes; design system components; content model; mobile-responsive design; usability test plans, scenarios, results, and findings; usability, accessibility, and comprehension issue logs; design-decision and recommendation-disposition log; remediation plans and evidence; unresolved-issue log; and traceability showing how material findings were

ID	Deliverable	Phase/Timing	Minimum Content
			incorporated into requirements, designs, prototypes, backlog items, configurations, test cases, defects, remediation actions, and release decisions.
F.3-E	Solution Architecture and Technical Design	Discovery/design and updates	Portal architecture, hosting, environments, identity, integrations, data flows, components, APIs, interfaces, volatile-session data rules, nonfunctional requirements, and technical decisions.
F.3-F	Data Architecture and Governance Plan	Discovery/design and updates	Source systems, systems of record, data owners, lineage, refresh cadence, metadata, data quality, stewardship, retention, analytics, pseudonymous analytics identifier rules, reporting standards, identity-resolution rules and thresholds, persistent cross-system identity crosswalks, duplicate and exception handling, auditability, correction, and revalidation.
F.3-G	Security, Privacy, AI Governance, and Accessibility Plan	Discovery/design and updates	Security controls, IAM, logging, privacy and consent rules, AI governance aligned to NIST SP 1270, incident response, vulnerability management, accessibility standards, and evidence plan.
F.3-H	Integration Plan and Interface Control Documentation	Design/build and updates	Integration inventory, data contracts, APIs, batch and file approaches, authentication, error handling, monitoring, reconciliation, onboarding procedures, and partner coordination.
F.3-I	Configured and Developed Portal Releases	Build/configuration	Accepted portal capabilities, admin tools, workflows, dashboards, search, guided navigation, catalog, opportunity board, AI-assisted features, integrations, and accessibility compliance.
F.3-I.1	MVP Release 1 Implementation and Acceptance Package	MVP Release 1	Requirements traceability, testing evidence, accessibility evidence, security and privacy evidence, volatile-session data evidence, defect resolution, release notes, user support materials, and evidence required to support State acceptance in accordance with Section E.
F.3-I.2	Release 1.1 Implementation and Acceptance Package	Release 1.1	Updated traceability, testing evidence, accessibility evidence, security and privacy evidence, AI governance evidence, data-sharing and volatile-data handling evidence, dashboard validation, referral tracking validation, defect resolution, release notes, user support

ID	Deliverable	Phase/Timing	Minimum Content
			materials, and evidence required to support State acceptance in accordance with Section E.
F.3-I.3	Future Functionality Implementation Package	Future releases	Scope confirmation, pricing confirmation, schedule, dependencies, testing evidence, documentation, and applicable acceptance evidence consistent with Section E for any State-authorized future functionality.
F.3-J	Testing and Validation Package	Testing/readiness	Test plans, scripts, results, defect logs, remediation evidence, security testing, accessibility testing, performance testing, UAT, and readiness evidence.
F.3-K	Training and Knowledge Transfer Materials	Testing/readiness and launch	Administrator guides, user support materials, training sessions, train-the-trainer materials, help desk scripts, FAQs, and knowledge base content.
F.3-L	Operations and Service Management Plan	Readiness and operations	Support model, Service Desk coordination, escalation, SLAs, monitoring, maintenance, release management, change routing, reporting, and continuous improvement.
F.3-M	Cutover, Launch, and Stabilization Plan	Readiness and launch	Go-live plan, rollback plan, communications, support coverage, data readiness, security and accessibility gates, stabilization activities, and applicable readiness and acceptance evidence consistent with Section E.
F.3-N	Monthly Status and Service Reports	Recurring	Progress, risks, issues, decisions, deliverables, schedule, support metrics, change requests, security and accessibility items, and performance metrics. By the tenth Business Day of each month, the Contractor shall provide a complete Monthly Performance Report for the preceding month.
F.3-O	Transition and Closeout Package	Closeout/transition	As-built documentation, runbooks, code and configuration inventory, data and interface documentation, access inventory, open issues, lessons learned, and transition recommendations.
F.3-P	On-Demand Deliverables	Throughout Contract / upon State request	State-requested reports, analyses, documentation, service-performance information, configuration information, validation materials, or other project-related work products required for oversight, decision-making, or validation in accordance with Section C.6.9.

F.4 Notice Regarding Late Delivery

If the Contractor anticipates a delay, it shall immediately notify the State orally and in writing, identify affected milestones, provide reasons, propose corrective action, and provide a recovery schedule. Notice does not waive State rights or remedies.

F.5 Acceptance

All deliverables, milestones, releases, services, and other work products are subject to inspection and acceptance in accordance with Section E – Inspection and Acceptance.

F.6 State Property

Ownership, access, licensing, and control of data, software, configurations, documentation, and other deliverables are governed by Section H.12. State acceptance confirms conformity with the Contract but does not delay or limit any ownership right that arises upon creation under Section H.12.

F.7 State Comments and/or Approvals

The State may provide comments, questions, requested revisions, conditional approvals, or approvals. Work performed before receiving required State approval is at the Contractor's risk.

F.8 Key Personnel

The Contractor shall provide the Key Personnel identified in Schedule A – Key Personnel. Required Key Personnel roles, minimum qualifications, responsibilities, role-combination requirements, State approval requirements, retention expectations, and replacement procedures shall be governed by Schedule A and the Contractor's accepted final proposal.

The Contractor shall ensure that Key Personnel collectively provide the leadership, technical expertise, functional expertise, integration coordination, data, security, privacy, accessibility, user-experience, testing, change-management, training, reporting, and other capabilities necessary to perform the Contract under the Prime Contractor's unified accountability model.

The identification of specific roles as Key Personnel does not limit the Contractor's responsibility to provide all additional personnel required by the Contract. Contractor resource roles identified in Section C.4, including the Security & Compliance Lead, Service Manager, and other technical, operational, security, service-management, or subject-matter resources, shall be provided as necessary to satisfy the Contract but shall not be considered Key Personnel unless expressly designated as Key Personnel in Schedule A.

F.9 Agency Business Hours

The State business hours are 8:30-5 Monday through Friday, noninclusive of state holidays and emergency closings as described in [State Office Closings](#). Contractor work requiring State participation shall occur during business hours unless otherwise approved. Launch, cutover, incident response, and stabilization may require approved coverage outside normal hours.

G. CONTRACT ADMINISTRATION DATA

G.1 Procurement Officer's Authority / Authorized Agent

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

G.2 Invoicing Instructions

Invoices associated with a Contract-designated deliverable-based milestone shall reference the applicable contract line item (CLIN), deliverable or milestone identifier, period of performance, and supporting documentation required by the State. For a deliverable-based milestone occurring prior to complete implementation of the FYF Portal, payment shall be made only after the State has formally accepted the applicable milestone in writing in accordance with Section E – Final Inspection and Acceptance.

Individual work products or development activities that are components of a larger Contract-designated milestone, including individual configuration, development, API, interface, integration, or testing activities, do not create a separate payment obligation unless they are separately identified as payable milestones in the Contract or applicable pricing schedule.

The applicable invoice shall identify the State acceptance date when written acceptance is required for payment. Other invoicing and payment requirements shall be governed by the Contract and Section C.13, as applicable

H. SPECIAL CONTRACT REQUIREMENTS

The FYF Portal contract shall include special requirements that establish program-specific protections, obligations, and operating boundaries necessary to support statewide workforce and education coordination. These requirements supplement, and do not replace, the general terms, conditions, and performance obligations contained in the solicitation and the Contractor's accepted final proposal. The Contractor shall comply with all such requirements for the duration of the contract.

H.1 Systems-of-Record Boundaries and Program Authority

The FYF Portal shall operate as an experience and coordination layer and shall not replace, supersede, or alter the authority of any State-approved system of record unless expressly authorized by the State. The Contractor shall preserve agency data ownership, program authority, source attribution, and approved handoff boundaries. All integrations, data exchanges, and workflows must respect system-of-record controls, partner policies, and State-approved governance rules.

H.2 Relationship to Workforce and Education Systems

The FYF Portal shall complement, not replace, existing workforce and education systems, unless expressly authorized by the State. The Contractor shall ensure that portal functionality supports approved routing, data exchange, user guidance, and service navigation without creating unauthorized duplicate labor-exchange or eligibility-determination functions.

H.3 Integration Capacity and Prohibition on Undisclosed Connection Charges

The Contractor shall provide a solution capable of supporting State-approved integrations, APIs, interfaces, data feeds, link-outs, embedded handoffs, identity connections, partner connections, and source-system connections without imposing numerical caps or separate per-connection fees. The Contractor shall not charge additional fees for integration setup, connector enablement, partner onboarding, interface configuration, data-feed establishment, integration testing, monitoring, or related operational support unless such fees were clearly disclosed in the Offeror's pricing submission and expressly accepted by the State in the awarded contract. Any technical, licensing, product-tier, API, connector, interface, partner, source-system, data-volume, transaction-volume, or usage limitation not disclosed in the Offeror's proposal shall be deemed not to apply.

H.4 Data Governance, Source Transparency, and Volatile-Session Data Handling

The Contractor shall ensure that the portal displays or maintains appropriate source, owner, refresh cadence, lineage, quality status, and limitation metadata for data presented to users. The portal shall clearly distinguish between information stored in the user's FYF Portal profile and externally accessed information treated as volatile session-based data. Externally accessed information shall not be stored, cached, or persisted unless expressly authorized by applicable data-sharing agreements, user consent, policy, or legal requirements.

H.5 Privacy, Consent, and User Authorization Controls

The Contractor shall implement user-facing privacy, consent, data-use, disconnect, withdrawal, and communication-preference controls approved by the State. The portal shall enforce user authorization, consent requirements, policy, law, and data-sharing limits before accessing, displaying, storing, transmitting, or using user-entered profile information or externally accessed volatile session-based data.

H.6 Closed-Loop AI-Assisted Capabilities

Any AI-assisted capability included in the Contractor's solution shall be optional, user-controlled, closed-loop, transparent, auditable, explainable, and subject to State-approved safeguards. AI-assisted features shall operate only within approved workflows, approved data sources, consent rules, business rules, security controls, and guardrails. AI-assisted features shall not independently store, alter, submit, transmit, or share user information without appropriate user confirmation, system authorization, and applicable policy controls.

H.7 Third-Party Profile Integrations

Any integration with third-party profile providers (e.g., LinkedIn) shall be user-initiated, consent-based, and use approved authentication methods such as OAuth or OpenID Connect. The portal shall not collect third-party passwords, scrape external content, or use unauthorized access methods.

H.8 Internship and Work-Based Learning Board

The Contractor shall ensure that the statewide internship, work-based learning, and volunteer opportunity board remains distinct from traditional job-board or labor-exchange functions, unless expressly authorized by the State. The board shall include administrative review, approval, expiration, reporting, and safety/appropriateness controls consistent with State policy.

H.9 Accessibility and Language Access

The Contractor shall maintain accessible user experiences, documents, forms, dashboards, and support content in accordance with State-approved accessibility standards. The portal shall support plain-language presentation and multilingual access where approved by the State.

H.10 Cybersecurity, Incident Response, and Auditability

The Contractor shall comply with all State cybersecurity requirements, support incident response and notification, maintain audit logs, protect tokens and secrets, remediate vulnerabilities, and provide evidence for State review. The Contractor shall support State-approved security event escalation, containment, remediation, and reporting procedures.

H.11 Transition, Data Portability, and Continuity

The Contractor shall provide transition assistance, exportable data, documentation, runbooks, configuration inventories, and knowledge transfer necessary to support continuity of operations and reduce vendor lock-in. The Contractor shall support transition activities required by the State at any point during the contract term, including those associated with contract expiration or termination.

H.11.1 Transfer of Operational Assets Upon Transition

If this Contract expires, is terminated, or is transitioned to a successor Contractor, any equipment, tools, environments, configurations, or software components that are required to continue the operation, maintenance, or support of the FYF Portal and that were purchased with State funds or created specifically for the State under this Contract shall be transferred to the State at no additional cost. The Contractor shall provide all necessary assistance to ensure the State and any successor Contractor receive full access, control, and use of such items to maintain uninterrupted Portal operations.

H.11.2 Documentation, Credentials, and Administrative Access Required for Transition

The Contractor shall provide the State with all documentation, administrative credentials, configuration details, environment specifications, and other operational information necessary to ensure uninterrupted operation, maintenance, and support of the FYF Portal. All such materials shall be delivered to the State at no additional cost and shall be provided in formats that allow the State and any successor Contractor to assume full operational control without dependency on the Contractor.

H.12 State Ownership and Full Access to Portal Data, Code, and Components

The State retains sole and exclusive ownership of all data collected, generated, processed, stored, transmitted, or used in connection with the FYF Portal throughout the full lifecycle of this Contract. The State also retains ownership of all custom software, configurations, integrations, documentation, and other deliverables created under this Contract. Any software licenses purchased with State funds or in the State's name shall be owned by the State. All custom software and deliverables produced under this Contract are considered work made for hire and become the property of the State upon creation.

The Contractor shall not use State data or State-owned deliverables for any purpose other than fulfilling its obligations under this Contract. The State shall have full and unrestricted rights to use, copy, modify,

reproduce, publish, distribute, and create derivative works from any deliverable, software component, documentation, training material, presentation, data model, or other work product created, developed, or delivered under this Contract. The Contractor assigns all rights, titles, and interests in such materials to the State upon creation and waives any moral rights associated with the deliverables.

The Contractor shall ensure that the State has complete and continuous access to all application code (including custom code, extensions, and configuration scripts), configuration files, data models, metadata, integration specifications, documentation, and operational tooling necessary to operate, maintain, secure, audit, or transition the solution. No portion of the FYF Portal or its components may be withheld, restricted, encrypted, licensed, or otherwise limited in a manner that prevents the State from exercising full operational control.

The Contractor shall not impose any additional licensing, access, usage, subscription, or technical restrictions beyond those explicitly approved by the State. The State shall have the ability to independently access, export, review, audit, and manage all portal data and solution components at any time, without reliance on the Contractor or any subcontractor.

H.12.1 Exception Disclosure and Approval Requirement

During the acquisition process, any Contractor request for an exception, limitation, restriction, or deviation related to State ownership, access, licensing, or control of portal data, code, configurations, documentation, or solution components must be expressly disclosed to the State in writing and verbally in a manner that makes the requested exception unmistakably clear.

Each requested exception must:

- Be presented as a stand-alone written statement,
- Include the exact exception language the Contractor seeks approval for, and
- Receive explicit written State approval placed immediately adjacent to the exception language.

Any exception request that is not clearly disclosed, not verbally highlighted, or not accompanied by explicit written State approval shall be deemed disapproved and shall have no force or effect in the awarded contract.

H.12.2 Continuity and Transition Support

Upon request, the Contractor shall provide all materials necessary to ensure continuity of operations, including full code repositories, configuration inventories, runbooks, integration documentation, and data exports in State-approved formats. These obligations apply throughout implementation, operations, and any transition or exit activities.

H.13. Contractor Reuse of Generalized Solution Components

Nothing in this Contract prohibits the Contractor from using, developing, enhancing, or commercializing its pre-existing intellectual property, proprietary tools, frameworks, methodologies, or generalized solution components that are not specific to the State and do not contain State data or State-owned deliverables. The Contractor may provide similar solutions or services to other states, federal agencies, or private entities, provided that no State data, State-owned software, State-funded customizations, or confidential information is disclosed, reused, or incorporated into such solutions.

H.14 Contractor Certification of Rights and Third-Party Intellectual Property Claims

The Contractor certifies that it possesses all legal rights, licenses, permissions, and authority necessary to use, integrate, configure, host, modify, or deliver any software, tools, code libraries, components, or other materials it employs in performing this Contract. The Contractor further certifies that all such materials, whether proprietary, open-source, or third-party, are used in full compliance with all applicable intellectual property laws, licensing terms, and contractual obligations.

The Contractor shall indemnify, defend, and hold harmless the State, its agencies, officers, employees, and agents from any claims, demands, actions, suits, damages, liabilities, losses, costs, or expenses arising out of or related to any allegation that the Contractor's software, tools, components, or deliverables infringe upon, violate, or misappropriate any patent, copyright, trademark, trade secret, license right, or other intellectual property interest. This indemnification includes any claims challenging the Contractor's ownership, licensing rights, or legal authority to use or provide any materials incorporated into the FYF Portal or delivered under this Contract.

If any such claim is asserted, the Contractor shall, at its sole cost and without interruption to Portal operations, promptly secure the right for the State to continue using the affected materials, replace the materials with non-infringing equivalents of equal or greater functionality, or modify the materials to remove the infringement while maintaining required functionality. The Contractor shall be solely responsible for all costs associated with resolving such claims, including settlements, judgments, licensing fees, replacements, modifications, and legal expenses.

H.15 Performance Fee Reductions, Service Credits, and Other Remedies

Fee reductions and service credits apply to Critical Performance Measurements and represent reductions in the price paid for diminished value, service quality, or performance. They do not limit acceptance rights, withholding, re-performance, correction at no additional cost, damages, indemnification, termination, or any other remedy available to the State.

Implementation Fee Reductions. For each Critical Implementation SLR or Quality Gate failure within a Measurement Period, the State may apply a fee reduction against the Applicable Implementation Fees as follows: first Critical failure, 5%; second Critical failure, an additional 5% for a total of 10%; third Critical failure, an additional 5% for a total of 15%; and each additional Critical failure, an additional 5%, up to a maximum of 40% of the Applicable Implementation Fees for the affected period, deliverable, phase, or release. Eight or more Critical failures in a single Measurement Period shall result in the 40% maximum fee reduction unless the State elects a greater remedy permitted by the Contract.

O&M Fee Reductions. Each Critical O&M SLR failure ordinarily results in a fee reduction equal to 2% of the Monthly Recurring Service Fee. Failure of portal availability, P1 restoration or resolution, security/privacy notification, data integrity, backup recoverability, RTO/RPO, or a Critical accessibility or closed-loop AI control ordinarily results in a fee reduction equal to 5% of the Monthly Recurring Service Fee per failure. The State may assess each separate Performance Measurement failure arising from a single event independently.

Availability and Outage Credits. For an outage or material degradation, the credit shall be no less than the greater of: (a) the applicable Critical SLR fee reduction; or (b) the prorated cost of the affected service for the duration of the outage or material degradation. Availability and outage credits are not subject to a

separate per-occurrence limit. The Contractor shall automatically identify and calculate outage credits; the State is not required to submit a claim.

The aggregate cap for O&M performance fee reductions is 15% of annual recurring O&M service fees. The cap does not apply to outage credits required by the preceding paragraph, data loss or corruption, security or privacy liability, fraud, gross negligence, willful misconduct, indemnification, re-performance, rejected deliverables, amounts otherwise recoverable under the Contract, or other State remedies.

All fee reductions and credits shall be shown as separate line items on the next invoice after final measurement or on another invoice directed by the State. If no future invoice is available, the Contractor shall pay the amount to the State within 30 calendar days. The Contractor shall provide the calculation and supporting data with the invoice.

A Non-Critical failure does not ordinarily result in an immediate fee reduction; however, the Contractor shall provide a corrective-action plan when requested. Three consecutive failures of the same measure, four failures within six Measurement Periods, a repeated failure that materially affects users or State operations, or failure to implement an approved corrective action may be reclassified by the State as a Critical failure.

For survey-based Critical XLAs, a fee reduction ordinarily applies after two consecutive Measurement Periods below target, unless the result is materially below target, reflects a critical accessibility or safety barrier, or is supported by corroborating telemetry or incident evidence. This provision does not limit fee reductions for transaction-based task-success XLAs.

Failure to provide a complete and accurate required performance report or the supporting raw data by the due date constitutes a Critical Performance Measurement failure for the applicable period.

H.16 Chronic Performance Failure

A chronic failure exists when the same Critical measure fails in two consecutive periods, three times in any rolling six-month period, or when related failures demonstrate a systemic inability to meet contractual performance. Chronic failure may result in enhanced reporting, additional staffing, independent assessment, a mandatory Performance Improvement Plan, increased testing, withheld acceptance, fee reductions, or other remedies, including a determination of material breach.

H.17 Administration and Modification of Performance Measurements

The State may add, modify, retire, replace, reclassify, or clarify Performance Measurements, formulas, data sources, reporting requirements, Quality Gates, or journey definitions to reflect new releases, new integrations, new laws or policies, security threats, accessibility needs, operational maturity, or changing statewide priorities. Except for urgent legal, regulatory, security, privacy, safety, or continuity requirements, the State will ordinarily provide at least 90 calendar days' notice. The State may require implementation within 60 calendar days or a shorter legally or operationally required period for urgent matters.

The Contractor may provide a written impact analysis within 10 Business Days after notice, but the analysis does not delay the effective date unless the State approves a delay. No Contractor-requested change may reduce a target, narrow a formula, add an exclusion, change a measurement source, or otherwise weaken a performance obligation without written approval from the Procurement Officer or other authorized State official.

The Contractor shall maintain a version-controlled Performance Measurement Dictionary and shall update all dashboards, reports, OLAs, underpinning agreements, monitoring rules, test scripts, and operational

procedures necessary to implement approved changes. All such work is included in the awarded price unless the State expressly approves a separately priced change under the Contract.

Part 2-Contract Clauses

I. MANDATORY CONTRACT CLAUSES

I.1 Mandatory Clauses – State

I.1.1 Definitions

Except as modified herein, terms shall have the meanings ascribed to them in Section 11-35-310.

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

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

CLARIFICATION means any communication in which the procurement officer requests or accepts information that clarifies any information in a proposal. Clarification does not include the request for or acceptance of any change to the terms of a contractual offer.

COMMERCIAL SUPPLIER AGREEMENTS means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of “commercial product” set forth in S.C. Code Ann. § 11-35-1410 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any product or service. The term applies (a) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order; (b) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

COMPETITIVE RANGE means the offeror or group of offerors selected for negotiation.

CONTRACT means the agreement between the State and the Contractor resulting from this solicitation.

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.

DEFICIENCY means any term of an offer that does not conform to a material requirement of a solicitation. A material requirement is one that affects the price, quantity, quality, delivery, or other performance obligations of the contract.

IN WRITING, WRITING, or WRITTEN means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

NEGOTIATIONS means any communication that invites or permits an offeror to change the terms of its contractual offer in any way. Negotiation does not include communications involving (i) information that is necessary to understand an offer, but that does not change any text or graphics in the offer, (ii)

information about the offeror, or (iii) any other information that will not bind the parties upon acceptance of an offer.

OFFER means those portions of a proposal that constitute a written promise or set of promises to act or refrain from acting in a specified way, so made as to manifest a commitment to be bound by those promises upon acceptance by the State. Offer does not include mere descriptions of approaches, plans, intentions, opinions, predictions, or estimates; statements that describe the Offeror's organization or capability; or any other statements that do not make a definite and firm commitment to act or refrain from acting in a specified way.

OFFEROR means the single legal entity submitting the Proposal. See bidding provisions entitled "Signing Your Proposal" and "Proposal As Offer To Contract."

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

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

PROPOSAL means the information submitted to the State in response to a request for proposals. The information in a proposal includes (i) the offer, (ii) information explaining the offer, (iii) information about the offeror, and (iv) any other information that is relevant to source selection decision making.

PROPOSAL REVISION is a change to a proposal made after the solicitation closing date, at the request of or as allowed by the Procurement Officer as the result of negotiations or in response to an amendment.

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

I.1.2 Choice-of-Law (JAN 2006)

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

I.1.3 Commercial Supplier Agreements – Unauthorized Obligations

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the State to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability, the following shall govern: (1) Any such language, provision, or clause is unenforceable against the State. (2) Neither the State nor any State-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the State or any State-authorized end user to such clause. (3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the State that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

I.1.4 Commercial Supplier Agreements – Unenforceable Clauses

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the State, the following shall apply:

(1) *Applicability.* This agreement is a part of a contract between the commercial supplier and the State for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders).

(2) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a State employee or person acting on behalf of the State in his or her personal capacity.

(3) *Law and disputes.* This agreement is governed by South Carolina law. (i) Any language purporting to subject the State to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, is hereby deleted. (ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable State law is hereby deleted. (iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable State law in relation to a dispute is hereby deleted.

(4) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the State except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws while continuing performance.

(5) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the State only when explicitly provided by statute (e.g., Title 15, Chapter 77, Article 5 of the South Carolina Code of Laws).

(6) *Updating terms.* (A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as: (i) terms that change State rights or obligations; (ii) terms that increase State prices; (iii) terms that decrease overall level of service; or (iv) terms that limit any other State right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract by change order.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the State, and the State shall not be deemed to have consented to them.

(7) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by the procurement officer.

(8) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that any legal representation of the State is subject to Title 1, Chapter 7 of the South Carolina Code of Laws.

(9) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying State contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with the Disputes clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the State.

(10) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the State's prior approval, except as expressly permitted under the clause titled "Assignment, Novation, and Change of Name, Identity, or Structure."

(11) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Notwithstanding anything in this agreement to the contrary, the State may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(b) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (a), the language, provisions, or clause of paragraph (a) shall prevail to the extent of such inconsistency.

I.1.5 Contract - Order of Precedence – Integration

(a) Contract. Any contract resulting from this solicitation shall consist of (1) Parts 1, 2, and 3 of the Uniform Contract Format as described in the Table of Contents on the Cover Page; (2) any attachments identified as contract documents in Section J or specifically incorporated into the contract by reference; (3) [Section K](#) and any accompanying explanation as executed and submitted by the Contractor; and (4) any purchase order(s).

(b) Precedence. Except as follows, these documents shall be read to be consistent and complementary. Part 2 shall be given full effect prior to the application of any other term in the contract, and to the extent of any inconsistency or conflict, the terms in Part 2 take precedence over any similar terms in the contract. Within Part 2, Sections I.1 and **Error! Reference source not found.** shall be given full effect prior to the application of Sections **Error! Reference source not found.** and I.2, and to the extent of any inconsistency, Sections I.1 and **Error! Reference source not found.** take precedence over Sections **Error! Reference source not found.** and I.2.

(c) Integration. Documents (1) through (3) above constitute the entire agreement between the parties and supersede all other prior or contemporaneous agreements, representations, or discussions, whether oral or written. These documents shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or Commercial Supplier Agreement. Except as otherwise allowed by this contract, the terms and conditions of

all such documents shall be void and of no effect. If the contract allows the use of any Commercial Supplier Agreements, such agreements shall be deemed modified and amended by the clauses titled “Commercial Supplier Agreements – Unauthorized Obligations” and “Commercial Supplier Agreements – Unenforceable Clauses.”

(d) 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.

I.1.6 Contract Awarded Pursuant to Code

This contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled “Code of Laws Available.”

I.1.7 Disputes (May 2024)

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

I.1.8 Illegal Immigration

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

I.1.9 Incorporation by Reference of Representations and Certifications

The Contractor’s representations and certifications, including those in [Section K](#) and any accompanying explanation, are incorporated by reference into the contract.

I.1.10 Open Trade

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

I.1.11 Organizational Conflict of Interest

(a) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will immediately make a full disclosure in writing to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) Remedies - The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, debar the Contractor for State contracting, or pursue such other remedies as may be permitted by law or this contract.

I.1.12 Payment & Interest (FEB 2021)

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

I.1.13 Pricing Data- Audit – Inspection (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35- 1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which

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

I.1.14 Termination Due to Unavailability of Funds

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.

I.2 Negotiated Terms and Conditions

- I.2.1 To the extent of any inconsistency or conflict, Sections I.1 takes precedence over any similar terms in this Section I.2.
- I.2.2 The Negotiated Terms and Conditions set forth in Attachment I are incorporated herein by reference.

Part 3-List of Documents, Exhibits, and Other Attachments

J. LIST OF ATTACHMENTS

Type	Title	Description	Incorporation Treatment	Purpose
Exhibit	Exhibit A	Volumes and Metrics	Solicitation exhibit; not normally incorporated unless directed	Provides an overview of the most recently available data relating to FYF Portal Experience-related volumes and metrics.
Exhibit	Exhibit B	Application Inventory	Solicitation exhibit; not normally incorporated unless directed	This document provides a comprehensive inventory of applications across participating CCWD agencies.
Exhibit	Exhibit C	Service Capability Framework (SCF) Mapping	Solicitation exhibit; not normally incorporated unless directed	This document maps each identified application across South Carolina agencies to the Service Capability Framework (SCF) developed for the Find Your Future (FYF) Portal.
Schedule	Schedule A	Key Personnel	Incorporated into final contract	Describes the role of each Key Contractor personnel/individuals that The Coordinating Council for Workforce Development (CCWD)/ State of South Carolina and the Contractor agree are key to the success of the engagement.

Type	Title	Description	Incorporation Treatment	Purpose
Schedule	Schedule B	Exit Services	Incorporated into final contract	Present the conditions and requirements for the services to be delivered by the Supplier, upon request of The Coordinating Council for Workforce Development (CCWD), in the event of termination of one or more of the Services by either party.
Attachment	Attachment 1	Contractor Info	Incorporated into final contract	Information provided by the Solution Implementation Respondent detailing its organizational qualifications, relevant experience, operational capabilities, and capacity to successfully deliver the Find Your Future Portal.
Attachment	Attachment 2	Pricing and Staffing	Incorporated into final contract	This attachment captures the Prime Contractor's complete pricing, staffing, rate structures, and milestone-linked fee details for the Find Your Future Portal implementation, ensuring transparent, comprehensive, and defensible cost and resource planning across all phases.

Type	Title	Description	Incorporation Treatment	Purpose
Attachment	Attachment 3	Implementation Responsibilities Matrix	Incorporated into final contract	This repository is comprised of multiple worksheets/tabs, each one representing a Citizen Experience Platform Implementation Service area.
Attachment	Attachment 4	Technical Requirements Addendum	Incorporated into final contract	Required multi-tab response tool that captures Contractor attestations to technical requirements and detailed technical solution information in support of the State's evaluation.
Attachment	Attachment 5	CLIN Catalog	Incorporated into final contract	The CLIN Catalog is a mandatory tool that Respondents must complete to identify every CLIN, its cost type, included CLINs, and billing system product code, ensuring clear pricing traceability and alignment across the FYF Portal implementation.
Attachment	Attachment 6	CCWD FYF Portal Requirements Traceability Matrix	Incorporated into final contract	The Requirements Matrix is a mandatory, evolving traceability tool that Respondents must fully complete by addressing every requirement, identifying how each will be met, and proposing future release designations where applicable to inform CCWD's implementation sequencing.

Type	Title	Description	Incorporation Treatment	Purpose
Attachment	Attachment C	Description and Specifications	Incorporated into final contract	Defines detailed requirements for the FYF Portal, including scope, Contractor responsibilities, staffing and resource expectations, implementation and service management requirements, deliverables, performance standards, operations, and other requirements governing delivery of the solution.
Attachment	Attachment E	Proposed Inspection and Acceptance Terms	Incorporated into final contract	Defines Inspection and Acceptance Terms
Attachment	Attachment I	Proposed Contractual Terms	Incorporated into final contract	Contract Clauses
Attachment	Attachment J	Service Provider Security Assessment Questionnaire	Not incorporated into final contract	IT security related questions.
Attachment	Attachment K	Representations, Certifications, and other statements	Incorporated into final contract	The offeror provides all representations, certifications, disclosures, acknowledgments, and other statements required by this solicitation.
Attachment	Attachment L.4.26	Contractor Q&A	Not incorporated into final contract.	Contractor Questions

K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Section K - Representations, certifications, and other statements of offerors is a separate document.

L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This acquisition process will be conducted using the competitive negotiation source selection method in accordance with S.C. Code Ann. § 11-35-1535 and R. 19-445.2099. Several aspects of competitive negotiation warrant highlighting.

- An offeror may withdraw its proposal at any time prior to award. See [Withdrawal, Modification, Revision, or Correction of Proposal](#).
- After initial evaluation of all proposals the procurement officer will establish a competitive range of the most promising proposals. See [Competitive Range Determination](#).
- The State will attempt to negotiate complete contracts with offerors selected to the competitive range. See [Exchanges with Offerors](#).
- At the conclusion of negotiations, the State will invite offerors remaining in the competitive range to submit final proposal revisions.
- The State will award a contract to the offeror whose final revised proposal represents the best value for the government. See [Tradeoff Process](#).
- After award the procurement officer will assemble all contract documents and provide a signed copy of the contract to the successful offeror. See [Assembling Contract Documents](#).

L.1 Introduction

The State of South Carolina, guided by the Coordinating Council for Workforce Development (CCWD), is issuing this solicitation to procure comprehensive, deliverables-based services for the implementation of the Find Your Future (FYF) Portal. The overarching vision for the FYF Portal is to create a centralized, user-friendly platform that seamlessly integrates education and workforce resources, empowering South Carolinians to access opportunities and pathways throughout their lives. The FYF Portal will serve as the State's premier "front door" and unified access point for job seekers, students, employers, educators, veterans, and families, adapting to their needs as their circumstances and goals evolve.

The FYF Portal is intended to provide more than a static website, document repository, referral directory, or collection of links. The Portal should provide a personalized pathway, roadmap, or journey-style experience that helps users understand where they are today, identify meaningful goals, view recommended next steps, access relevant education, training, employment, and support resources, and track progress over time.

The Portal should support a flexible, user-centered experience that may include guided intake, profile-based recommendations, closed-loop AI-assisted support, and multiple user-interface views, provided that

all such capabilities operate within State-approved workflows, authorized data sources, consent requirements, security controls, and applicable policy guardrails.

To realize this vision, the State is contracting for end-to-end, deliverables-based IT and system integration services. The Contractor should provide a turnkey solution to serve as the Portal's foundation. The services to be delivered encompass the full project lifecycle, including project management; user experience design; integration with State Systems of Record using methods supported by each system; comprehensive quality assurance and security testing; organizational change management in coordination with State-designated OCM resources; a Vendor-provided process for managing ongoing Portal changes; transition execution; and ongoing technical sustainment and hosting.

L.2 Background

L.2.1 The Case for Change

The State of South Carolina is embarking on a transformative initiative to unify its fragmented education and workforce systems into a single, cohesive digital ecosystem. Currently, residents and State agencies must navigate a patchwork of disconnected systems, resulting in user frustration, inconsistent information, and significant barriers to accessing critical opportunities. To resolve these inefficiencies, the State is developing the FYF Portal.

Driven by legislative mandate and validated through feasibility, user experience (UX), and technical assessments, the FYF Portal will serve as an Experience and Coordination Layer. The Portal will sit above existing agency systems not only to simplify access, but also to help fill critical capability gaps, automate workflows, and support coordinated cross-agency service delivery without disrupting backend compliance obligations.

L.2.2 Statewide Education and Workforce Development Act (Act 67 of 2023)

The foundation for the FYF Portal is rooted in the Statewide Education and Workforce Development Act (Act 67 of 2023). The Act was designed to coordinate and align all publicly funded workforce development efforts, improve accountability, and promote a customer-centric system that is easy to access, highly effective, and simple to understand. To achieve this, Act 67 expanded the CCWD and mandated the creation of a Unified State Plan alongside the establishment of a centralized education and workforce portal. For additional information see https://www.sccstatehouse.gov/sess125_2023-2024/bills/3726.htm

L.2.3 FYF Portal UX Assessment: Driving an Outcome-Oriented Design

Following the Feasibility Study, the State conducted a UX Assessment. Through comprehensive journey mapping and persona validation across groups including K-12 students, adult learners, job seekers, veterans, and employers, the assessment confirmed that ecosystem fragmentation creates significant friction. Users currently face operational inefficiencies from complex workflows, redundant administrative burdens, and scattered information without clear next steps.

The UX findings determined that the FYF Portal cannot be a static link directory. The Portal must actively drive user success. The Portal's architecture and functionality must be rooted in five core UX design principles:

- **Unify the Experience:** Deliver a single, consistent entry point that guides users across participating systems and supports integrated, end-to-end pathways to the extent enabled by each system's capabilities.
- **Guide Users to Outcomes:** Provide clear next steps and personalized career pathways based on user profiles and goals, preventing users from guessing what to do next.
- **Reduce Effort Through Automation:** Establish the foundational data structures, user experience patterns, and integration points that will support future automation, pre-population, and data reuse as participating systems mature. Full automation of repetitive tasks and common intake processes will be delivered in planned phases under this contract, with timing and implementation aligned to the delivery approach and pricing established for deliverables within each phase.
- **Enable Cross-Agency Coordination:** Provide a unified statewide entry point and shared data foundations that enable future interagency coordination, referrals, and shared workspaces as participating systems mature. Full cross-agency coordination, including closed-loop referrals and coordinated service delivery, will be delivered in planned phases under this contract, with timing and implementation aligned to the delivery approach and pricing established for deliverables within each phase.
- **Make Data Actionable:** Elevate existing labor-market insights by making them more accessible, digestible, and useful for broader public and stakeholder audiences, while incorporating additional data from participating partners to support informed decisions.

The UX Assessment also supports the need for a Portal experience that allows users to move between graphical pathway, roadmap, timeline, or journey-style views and structured list, table, checklist, or hierarchy views without duplicating data, losing context, or requiring separate manual entry. The Portal should help users understand not only available resources, but also why a recommended step is relevant, what requirements may apply, what supports may be available, and how the step fits into the user's broader education, employment, and self-sufficiency goals.

L.2.4 FYF IT Assessment & Service Capability Framework (SCF): A Holistic Technology Strategy

The IT Assessment went far beyond defining the need for a simple digital front door. The IT Assessment used a Service Capability Framework (SCF), which defines the core, stable activities the Portal needs to perform by focusing on what the Portal does rather than how or by whom those activities are executed. The SCF is used as a strategic tool to translate the State's Find Your Future vision into execution by creating a common language among decision-makers, supporting alignment, and providing a clear view of what is needed to fulfill the State's mission.

The SCF systematically mapped the State's application inventory, identifying 127 applications across 20 agencies, including 80 applications in Education and 47 applications in Workforce, to a comprehensive structure encompassing Common Portal Capabilities, Education domains, and Workforce domains.

This rigorous mapping revealed that the FYF Portal must orchestrate a complex technology landscape by addressing two major technological realities:

- **Filling Critical Capability Gaps:** The SCF mapping exposed that the State lacks technology to deliver the personalized experience identified by the UX Assessment. The FYF Portal must natively supply these missing capabilities to provide tailored career pathways, skills inference, and automated guidance.
- **Operating as an Experience and Coordination Layer:** The State relies on 83 applications acting as authoritative Systems of Record. Because attempting a rip-and-replace consolidation of all underlying databases to solve frontend fragmentation is not advisable, the FYF Portal must sit above these systems. The Portal will also provide capabilities to support a unified experience, including a unified Identity and Access Management (IAM) framework aligned to DIS-200 and DIS-210 security standards and other capabilities that support a holistic user experience for constituents.

The FYF Portal should distinguish between information entered directly by the user into the FYF Portal profile and information accessed from approved external or internal systems. Unless storage is expressly authorized by an applicable data-sharing agreement, user consent, policy, or legal requirement, externally accessed information should be treated as volatile, session-based data and should not be permanently stored by the Portal.

Ultimately, the SCF and IT Assessment indicate that the FYF Portal must be a capable, scalable platform that orchestrates master data, secures user identities, automates intake, and personalizes user journeys, while respecting the compliance requirements and autonomy of existing agency systems.

L.2.5 Phased Implementation and Future Contract Lifecycle

The State anticipates that implementation of the FYF Portal may occur through multiple releases during the life of the contract. MVP Release 1 and Release 1.1 will represent the State's initial implementation priorities. Not all functionality described in the solicitation or SOW is expected to be implemented in MVP Release 1 or Release 1.1.

However, functionality not included in MVP Release 1 or Release 1.1 should not be treated as out of scope. Remaining functionality may be implemented later during the contract term, in whole or in part, based on State needs, priorities, funding, operational readiness, policy direction, and future decisions. The State may also elect not to implement some future functionality. Offerors should therefore respond to the full scope of requirements while clearly identifying release alignment, assumptions, dependencies, pricing, and flexibility for implementation over the contract lifecycle.

L.3 Information in Attachments

Offerors must follow all instructions contained in this solicitation and all associated attachments, exhibits, schedules, and addenda. All attachments to this solicitation are considered integral components of the solicitation and must be completed in full. Failure to comply with the instructions, formatting requirements, or response expectations in any attachment will render the proposal incomplete and may be evaluated accordingly.

Offerors are solely responsible for reviewing, completing, and submitting all required attachments exactly as instructed.

L.4 Instructions to Offerors

L.4.1 Definitions from [I.1.1](#) are incorporated by reference

L.4.2 Alternative Line-Item Proposal

(a) The State recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the State and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the State. Offers that do not comply with the line items specified in this solicitation may be determined to be unacceptable.

L.4.3 Amendments to Solicitation (MODIFIED)

(a) The Solicitation may be amended in accordance with Section 11-35-1535(D) and Reg. 19-445.2099D(2). Prior to opening, all actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Prior to opening, 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.

L.4.4 Authority as Procurement Agent (DEC 2015)

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

L.4.5 Award Notification (MAR 2024)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

L.4.6 Bid in English and Dollars (MODIFIED)

Proposals submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

L.4.7 Code of Laws Available (JAN 2006)

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

L.4.8 Conference - Pre-Bid/Proposal

Contact the Procurement Officer one business day in advance to obtain access credentials for the web conference.

The utilization of any bots, artificial intelligence (AI) systems, electronic notetaking, or any form of recording (audio, visual, or other) is strictly prohibited. Participants are hereby notified of and are subject to this restriction.

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

L.4.9 Contents of Proposal

- (a) Proposals should be complete and carefully worded and should convey all of the information requested.
- (b) Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.
- (c) The contents of your proposal must be divided into two parts, the technical proposal and the business proposal. Each part should be in a separate and distinct file or bound in a single volume if submitting a paper offer.
- (d) Your proposal must include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
- (e) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(f) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the State. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the State, shall be clearly identified and explicitly defined. The State reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(g) The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

L.4.10 Contract Award – Competitive Negotiation

(1) The State intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The State may reject any or all proposals if such action is in the State's interest.

(3) The State may waive informalities and minor irregularities in proposals received.

(4) The State intends to evaluate proposals and award a contract after conducting negotiations with offerors whose proposals have been determined to be within the competitive range. If the Procurement Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Procurement Officer may establish an initial competitive range and invite promising offerors to demonstrations prior to limiting the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most promising proposals.

Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The State reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the State.

(8) The State may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Procurement Officer determines that the lack of balance poses an unacceptable risk to the State.

(9) If a cost realism analysis is performed, cost realism may be considered by the Procurement Officer in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

L.4.11 Deadline for Submission of Proposal (MODIFIED)

Any Proposal 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 Proposal has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)]

L.4.12 Disclosure of Your Proposal & Submitting Confidential Data (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public."

IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED"

every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “Protected”. By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected”. (All references to S.C. Code of Laws.) [02-2A125-3]

L.4.13 Electronic Copies - Required Media and Format (MODIFIED)

Unless specifically instructed otherwise in the solicitation, you should submit your proposal or modification in accordance with the clause titled “ON-LINE BIDDING INSTRUCTIONS.” If you must submit a paper offer in accordance with the “Submitting a Paper Offer or Modification” provision in Section L.4.29, in addition to your original paper offer, you must submit an electronic copy on a USB drive. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. Every USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If sets are provided, each USB in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original paper offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format ((pdf) viewer.

L.4.14 External Content Prohibited

Procurement laws require the documents constituting your offer be complete and unmodifiable at the time of submission; accordingly, your offer must not rely on any information not appearing directly in the documents you submit to us as part of your offer (hereinafter “external content”). By way of example, but without limitation, external content includes information incorporated by reference or links to a website or other internet-accessible location.

L.4.15 Omit Taxes from Price (JAN 2004)

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

L.4.16 On-Line Bidding Instructions (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled “VENDOR REGISTRATION MANDATORY.”

(b) Steps for On-Line Bidding

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

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading “Submitting Offers.”

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

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

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

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

If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001, Select Option 1, then Option 1. The SCEIS Help Desk is available Monday – Friday 8:00 AM – 4:30 PM. The Procurement Officer is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your offer online well before the offer opening date and time.

L.4.17 Opening Proposals -- Information Not Divulged (Modified)

In competitive negotiations, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1535 & R. 19-445.2099A(1) and 19-445.2095C(1)]

L.4.18 Prohibited Communications and Donations (Modified)

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

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

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

L.4.19 Proposal Acceptance Period (MODIFIED)

In order to withdraw Your Proposal after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

L.4.20 Proposal as Offer to Contract (MODIFIED)

By submitting Your 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.

L.4.21 Protests (MAY 2024)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO."

(b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to our FOIA Coordinator, Tara Simmons at tssimmons@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal. [02-2A085-3]

L.4.22 Protest - CPO - ITMO Address (MODIFIED)

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

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

(b) by post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201. [02-2B120-1]

L.4.23 Public Opening (MODIFIED)

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

L.4.24 Qualifications of Offeror (MAR 2015)

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

L.4.25 Qualifications - Special Standards of Responsibility (MAR 2015):

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

- The Offeror shall have been in continuous operation for no fewer than fifteen years
- Offeror must have a minimum of ten years of experience delivering, integrating, and sustaining enterprise-scale, user-facing digital platforms, including multi-agency integrations, identity and access management, and personalized user-journey capabilities.
- The Offeror must have successfully implemented and provided at least two state or federal government contracts within the past ten years.

(b) Provide a statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the

qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]

L.4.26 Questions from Offerors (FEB 2015)

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

Offerors should submit all questions via email using Attachment L.4.26.

L.4.27 Signing Your Proposal (MODIFIED)

Every proposal must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the proposal must be signed by that individual. If the Offeror is an individual doing business as a firm, the proposal 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 proposal 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 proposal must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) A proposal may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the proposal 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 a proposal is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the proposal must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

L.4.28 State Office Closings (MODIFIED)

If an emergency or unanticipated event interrupts normal government processes so that proposals cannot be received at the government office designated for receipt of proposals by the exact time specified in the solicitation, the time specified for receipt of proposals 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 establish a new solicitation closing date and time. If state offices are closed at the time a pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
<http://www.scemd.org>

L.4.29 Submitting a Paper Offer or Modification (MAR 2015)

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

L.4.30 VENDOR REGISTRATION MANDATORY (MAY 2024)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate “Update vendor number” with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

L.4.31 Withdrawal, Modification, Revision, or Correction of Proposal (MODIFIED)

- (a) Proposals may be withdrawn by written notice received at any time before award. Withdrawals are effective upon receipt of notice by the Procurement Officer. If the Solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (b) Offerors may submit modifications to their proposals at any time prior to opening. After opening, offerors may submit modifications in response to an amendment, in response to a request by the Procurement Officer to document negotiations, or to correct a mistake at any time before award.
- (c) Offerors may submit revised proposals only if requested or allowed by the Procurement Officer.

L.5 Information for offerors to submit

L.5.1 Information for offerors to submit - General (MODIFIED)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this Section L and in any appropriate attachments addressed in Section J, Attachments to Solicitation. Without limiting the foregoing, you must submit a signed Section K (Representations, certifications, and other statements of offerors) together with a separate signed statement explaining any representation you are unable to make or any response that is qualified in any way. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

Offerors shall review all documents, attachments, schedules, exhibits, and templates included in the solicitation package and submit all required response materials. A list of all attachments, exhibits, and schedules is in Section J of the solicitation.

L.5.2 Proposal Preparation

To facilitate a timely and comprehensive evaluation of all submitted materials, proposals shall be submitted following the instructions provided in this section. The Offeror's response must be made in accordance with all guidelines, requirements, attachments, schedules, exhibits, and templates included in this solicitation. Proposals must be received by the date and time specified in the solicitation.

Generic responses, marketing materials, or unsupported references to external links will not be viewed favorably during evaluation. Responses must reflect the specific context of CCWD/OSWD, the State of South Carolina, the FYF Portal, and the requirements of this solicitation and SOW.

Offerors shall organize their proposal narrative into three separate proposal volumes and shall separately submit all required forms, attachments, schedules, matrices, response templates, and other response documents identified in this solicitation. Collectively, the proposal volumes and required response documents constitute the Offeror's proposal.

Volume I – Business Offer and Volume II – Technical Offer shall be submitted in Microsoft Word (.docx) or searchable Adobe PDF (.pdf) format. Volume III – Price Offer shall consist of the pricing documents and State-provided pricing templates required by the solicitation. State-provided Microsoft Excel response templates shall be completed and submitted in their original Microsoft Excel (.xlsx) format unless the solicitation expressly permits another format.

All proposal volumes and required response documents shall be submitted electronically as separate attachments unless otherwise directed by the solicitation. Because SCEIS limits attachment titles to 30 characters, the Offeror shall use a consistent abbreviated Offeror name of no more than eight (8) characters and the abbreviated naming conventions established below. The solicitation number does not need to be included in the SCEIS attachment title.

The following document-type identifiers shall be used:

V = Proposal Volume

A = Attachment

S = Schedule

E = Exhibit

Proposal volume attachment titles shall use the following format:

[Offeror]V#[ShortTitle]

Examples:

ABC_V1_BUSINESS

ABC_V2_TECHNICAL

ABC_V3_PRICE

Attachments associated with a proposal volume shall use the following format:

[Offeror]_V#A#[ShortTitle]

Examples:

ABC_V1_A1_CONTRACTOR – Attachment 1, Contractor Info

ABC_V3_A2_PRICESTAFF – Attachment 2, Pricing and Staffing

ABC_V2_A3_RESPMATRIX – Attachment 3, Implementation Responsibilities Matrix

ABC_V2_A4_TECHREQ – Attachment 4, Technical Requirements Addendum

ABC_V3_A5_CLIN – Attachment 5, CLIN Catalog

ABC_V2_A6_RTM – Attachment 6, Requirements Traceability Matrix

Schedules associated with a proposal volume shall use the following format:

[Offeror]_V#S[Letter]/[ShortTitle]

Examples:

ABC_V1_SA_KEYPERS – Schedule A, Key Personnel

ABC_V2_SB_EXIT – Schedule B, Exit Services

Exhibits requiring an Offeror response shall use the following format:

[Offeror]_V#E[Letter]/[ShortTitle]

Example:

ABC_V2_EC_SCFMAP – response associated with Exhibit C, Service Capability Framework Mapping

An Exhibit provided by the State for informational or reference purposes does not require resubmission by the Offeror unless the solicitation expressly requires an Offeror response to that Exhibit.

Required documents that are not assigned to a specific proposal volume shall use the following format:

[Offeror]_[ShortTitle]

Examples:

ABC_COVER – Signed Cover Page and Page Two

ABC_SECK – Signed Section K

ABC_INSURANCE – Insurance Summary, when required

ABC_EXCEPTIONS – Separate statement of qualified representations or exceptions, when applicable

No SCEIS attachment title shall exceed 30 characters. The Offeror shall use sufficiently descriptive abbreviations to distinguish each submitted document and shall use the same abbreviated Offeror name consistently throughout its submission. Where practicable, the electronic file name should use the same

abbreviated naming convention as the SCEIS attachment title. State-provided response templates shall not be renamed internally or otherwise modified in a manner that alters their structure, formatting, formulas, automated fields, or functionality.

The proposal narrative volumes shall follow the applicable organization and paragraph headings established in this solicitation and shall address the content assigned to each volume. Offerors shall provide sufficient information for the State to evaluate compliance with all applicable solicitation requirements. Technical requirements shall be addressed in Volume II – Technical Offer and in the applicable State-provided response attachments, matrices, schedules, and templates. Business, staffing, past-performance, and organizational requirements shall be addressed in Volume I – Business Offer and applicable response documents. Pricing requirements shall be addressed in Volume III – Price Offer and applicable pricing attachments and templates. Information shall not be unnecessarily duplicated across proposal volumes or response documents unless expressly required by the solicitation.

L.5.3 Your format shall be as follows:

L.5.3.1 Volume I, Business Offer

Volume I shall contain all information demonstrating the Offeror’s organizational capability, including responses to the solicitation sections on Contractor Resources, Contractor Staffing Plan, Past Performance, and high-level Service Management capabilities.

Offeror shall provide resume(s) for key project management personnel that depict relevant certifications, qualifications, education, experience, and technical knowledge being offered to execute the proposed FYF Portal solution and meet the requirements of this SOW.

Offeror shall provide a detailed staffing plan to include personnel to implement, manage, support, and transition the proposed FYF Portal solution.

Offeror shall provide completed Contractor information forms, if included as an attachment to the solicitation, including organizational qualifications, relevant experience, references, proposed key personnel, and any requested exception or compliance information.

L.5.4 Technical Proposal

L.5.4.1 General

The technical proposal shall clearly demonstrate the Offeror’s complete understanding of the FYF Portal requirements and shall describe, in sufficient detail, how the proposed solution will deliver all functional, technical, operational, security, privacy, accessibility, AI governance, integration, data-handling, and service-management capabilities required by the solicitation. The proposal must provide enough clarity for the State to evaluate feasibility, staffing, assumptions, risks, dependencies, and the Offeror’s ability to meet all requirements across the full contract lifecycle.

The technical proposal shall present a cohesive solution narrative that explains how the proposed portal will function as an experience and coordination layer across education and workforce systems, support personalized guidance and service navigation, preserve systems-of-record boundaries, and enable phased integration with both modern and legacy systems. The proposal shall include the Offeror’s architectural approach, data flows, identity and access strategy, security and privacy controls, consent model,

accessibility approach, AI safeguards, service-management model, and operational readiness strategy. The proposal shall also include a release roadmap that aligns with the State's required release-designation control and demonstrates how MVP Release 1, Release 1.1, and future lifecycle functionality will be delivered.

The Offeror's technical proposal must fully comply with all requirements of the solicitation and shall complete any required attachments, schedules, exhibits, templates, or matrices included in the solicitation. The proposal shall describe how the solution will support authorized access to external systems, maintain clear distinctions between stored profile data and volatile session-based data, prevent unauthorized storage or transmission of external data, and ensure that all user-facing views reflect consistent underlying pathway information. The proposal shall also identify any technical or product-tier limitations that may affect integration capacity or scalability and shall explain how the proposed solution supports State-approved agencies, partners, employers, providers, and systems of record without requiring separate connector purchases or per-integration fees.

Offerors may propose innovative approaches and may use their own terminology or design patterns, provided the proposal clearly demonstrates compliance with all objectives and requirements described in the solicitation.

For each applicable State enterprise digital service integration, the Offeror shall describe its proposed integration approach, dependencies, data flows, security and privacy controls, accessibility and user impacts, implementation schedule, and all associated one-time and recurring costs, or identify the existing priced integration or CLIN in which those costs are already included. The Contractor shall not implement functionality that unnecessarily duplicates a State-designated enterprise service without prior written approval. Where a designated State enterprise service does not fully satisfy applicable FYF functional, integration, security, privacy, accessibility, user-experience, performance, or operational requirements, the Contractor shall provide the supplemental, bridging, or complementary functionality necessary to fully satisfy those requirements.

L.5.4.2 Volume II Technical Offer Content Requirements

Volume II shall provide complete technical detail describing how the Offeror will meet every requirement of the solicitation and SOW, including the Scope, Technical Requirements, Risks, Assumptions, Constraints, Roles and Responsibilities, Service Management Component, Success Factors, Deliverables, Acceptance Criteria, Project Schedule, Performance Period, Communication Plan, Change Management Process, Quality Assurance, Standards of Performance, design diagram, personalized pathway and user experience, closed-loop AI-assisted capabilities, permission-based data access, volatile session-based data handling, integration capacity and no-surprise connection-charge limitations, MVP Release 1 and Release 1.1 release prioritization, and future contract lifecycle functionality. Volume II shall also include the completed Attachment 7 — CCWD FYF Portal Requirements Traceability Matrix, including the Offeror's response for each requirement's Release/Revision Designation, method of meeting the requirement, and Explanation or Comments, unless the solicitation directs that Attachment 7 be submitted as a separate attachment. Assumptions and dependencies applicable to a requirement or requirement cluster shall be identified and explained in the applicable portion of the Offeror's technical proposal. Pricing associated with requirements, requirement clusters, releases, or future functionality shall be identified and traceable through Attachment 5 – CLIN Catalog and the Offeror's Volume III – Price Offer.

Offeror shall describe in detail its proposed technical solution to meet all requirements of the solicitation and SOW, inclusive of all respective sections and subparts.

Offeror shall provide a solution narrative inclusive of all resources, information, documentation, tools, and methods required to effectively illustrate the performance of the solution without degradation in system reliability.

Offeror shall provide a design diagram that illustrates the proposed solution architecture, major components, integrations, data flows, hosting environment, security boundaries, and operational support model, as applicable.

Offeror shall provide representative user experience artifacts showing the proposed FYF Portal user experience. Artifacts may include screen mockups, wireframes, clickable prototype, product screenshots, storyboarded journey flows, or equivalent visual materials. At a minimum, the artifacts shall show: public landing page, career/job/training search, career detail page, training/program detail page, graphical pathway/roadmap/timeline/journey view, structured pathway/list/checklist/hierarchy view, employer job posting workflow, saved pathway or user dashboard experience, referral or handoff tracking view, and role-based dashboard views for authorized State, workforce, counselor, educator, employer, or policy-leader users as applicable. The artifacts shall demonstrate mobile responsiveness, accessibility, plain-language presentation, consistent navigation, and how the same underlying pathway data is presented across graphical and structured views.

Offeror shall describe its understanding of the requested services and the State of South Carolina and CCWD/OSWD context for the FYF Portal project.

Offeror shall identify any CCWD/OSWD, State agency, third-party, software vendor, or other resource expectations necessary to deliver the proposed solution, including anticipated skills, staffing levels, decision points, dependencies, access needs, and required participation.

Offeror shall describe its approach to partnering with software vendor(s), third-party providers, and State resources, including assumptions regarding roles, responsibilities, coordination, escalation, and issue resolution.

Offeror shall describe all technical, licensing, product-tier, architecture, API, connector, interface, data-feed, source-system, partner, transaction-volume, data-volume, usage, or other limitations that could limit the number or type of integrations, APIs, data connections, partner connections, interfaces, feeds, link-outs, embedded handoffs, identity connections, or source-system connections supported by the proposed solution.

Offeror shall describe how the proposed solution supports new and existing State-approved agencies, partners, providers, employers, education entities, workforce entities, systems of record, and third-party sources without requiring separate connector purchases, API enablement fees, partner onboarding fees, interface fees, source-system fees, data-feed fees, or per-integration charges. Offeror shall identify any exceptions, dependencies, assumptions, third-party constraints, State responsibilities, product-tier limitations, licensing limitations, usage limitations, or separately priced items that could affect integration delivery, operation, maintenance, or cost.

Offeror shall provide a release-specific data and integration dependency matrix for MVP Release 1, Release 1.1, and future contract lifecycle functionality. The matrix shall identify the capability supported, required dataset or data element, authoritative source owner, integration or exchange method, refresh cadence, data quality controls, governance owner and approver, privacy/consent/security/data-sharing dependency, whether the data is stored in the FYF Portal profile or treated as volatile session-based data, and all assumptions, constraints, risks, product-tier limits, licensing impacts, separately priced items, or State responsibilities that could affect delivery, operation, sustainment, or cost.

Offeror shall describe how the proposed solution would support a personalized user journey from initial intake through education, training, employment, career advancement, and ongoing progress toward user goals.

At a minimum, the Offeror response shall explain how the proposed solution would:

- Assist users with entering, updating, validating, or correcting information in their FYF Portal profile.
- Use closed-loop AI-assisted tools, if proposed, to guide users through intake and pathway-building activities within defined workflows, approved data sources, business rules, consent requirements, and State-approved guardrails.
- Prevent AI-assisted features from independently storing, altering, submitting, transmitting, or sharing user information without appropriate user confirmation, authorization, and policy controls.
- Access and display relevant information from approved external or internal systems with user authorization and in accordance with applicable data-sharing agreements.
- Distinguish between information stored in the user's FYF Portal profile and externally accessed information that is treated as volatile session-based data.
- Prevent unauthorized storage of externally accessed data unless storage is expressly permitted by the applicable data-sharing agreement, user consent, policy, or legal requirement.
- Generate or recommend personalized pathway steps based on user profile information and authorized external data access.
- Display related resources, costs, locations, eligibility requirements, support services, and other information relevant to the user's next steps.
- Update the pathway as the user completes milestones or as new authorized information becomes available.
- Allow users to switch between graphical pathways, roadmap, timeline, or journey views and structured list, table, checklist, or hierarchy views.
- Ensure that all views reflect the same underlying pathway information without requiring duplicate data entry.
- Support accessibility, usability, plain-language presentation, and mobile-responsive design; and
- Protect privacy, consent, data security, auditability, explainability, and session-based data handling.
- Offerors may propose innovative approaches and may use their own terminology, design patterns, platform capabilities, or user-interface models, provided their response clearly demonstrates how the proposed solution satisfies the objectives and requirements described in this solicitation and SOW.
- Provide visual artifacts showing how the user moves between a graphical pathway, roadmap, timeline, journey, or similar visual view and a structured list, table, checklist, hierarchy, or similar detailed view, and demonstrate that both views are generated from the same underlying pathway information without duplicate data entry, loss of context, or inconsistent status.
- Demonstrate how the proposed personalized pathway experience will support mobile-responsive design, accessibility, plain-language presentation, screen-reader compatibility, keyboard navigation, consistent navigation, and clear user understanding of recommended next steps, costs, locations, eligibility requirements, available supports, handoffs, and progress.

Offeror shall complete Attachment 7 - CCWD FYF Portal Requirements Traceability Matrix

For each requirement or requirement cluster, Offeror shall identify:

- Whether the requirement is included in MVP Release 1.
- Whether the requirement is included in Release 1.1.

- Whether the requirement is available for future implementation during the contract term.
- Whether the requirement is included in the base platform, requires configuration, requires customization, requires integration, requires third-party services, requires additional licensing, or requires future implementation services.
- Whether the requirement is priced individually, as part of a module, as part of a feature cluster, as part of a release package, or through another pricing method.
- The proposed pricing, assumptions, dependencies, constraints, and implementation considerations.
- Any recommended sequencing or bundling of related functionality; and
- Any deviation from the solicitation or SOW requirement.

Offeror must respond to all functionality described in the solicitation and SOW, including functionality not included in MVP Release 1 or Release 1.1. Offeror shall not omit, ignore, or classify such functionality as out of scope unless the Offeror clearly identifies the item as a proposed deviation.

L.5.4.3 Proposed Contract

The State intends to negotiate a complete contract with each offeror in the competitive range. The contract will follow the Uniform Contract Format. The offeror shall submit the following elements of the Schedule it proposes to include in the contract.

Offerors selected for competitive negotiations shall be prepared to submit or refine a proposed contract package that fully aligns with the Uniform Contract Format, the solicitation, and the Offeror's accepted final proposal. The proposed contract package shall reflect the Offeror's Performance Work Statement, deliverables schedule, technical approach, staffing commitments, pricing assumptions, and any proposed exceptions or clarifications. All proposed contract materials must be consistent with the Offeror's technical and price proposals and must comply with all requirements of the solicitation.

L.5.4.3.1 Performance Work Statement (PWS) required to implement the offeror's proposed solution (Section C).

L.5.4.3.2 All attachments that are indicated in section J as being incorporated into the final contract.

L.5.5 Past Performance

L.5.5.1 Questionnaires.

It is the offeror's responsibility to send past performance questionnaires to its customers and ensure they are submitted to the point for receipt of proposals no later than the date for receipt of proposals. Past Performance questionnaires (sealed or unsealed) may be submitted with the Offeror's proposal or submitted under separate cover by the respondent to the point for receipt of proposals. Past performance questionnaires do not count towards the proposal page count limitation.

L.5.5.2 Staffing and Past Performance

Offerors shall provide qualifications for all proposed key personnel and shall describe past performance in a manner that demonstrates the Offeror's ability to meet the staffing, capability, and delivery expectations established in the solicitation. Staffing materials must show that proposed personnel possess the experience, expertise, and capacity required to perform the roles and responsibilities described in the solicitation and in the Offeror's accepted final proposal. Past performance submissions must demonstrate

the Offeror's ability to successfully deliver solutions of comparable scope, scale, complexity, governance structure, and public-facing impact.

Staffing and past performance information shall comply with all submission requirements in the solicitation and shall include any required attachments, schedules, exhibits, or templates. Offerors must demonstrate experience delivering multi-agency or statewide portals, cross-system integrations, user-centered design, accessibility compliance, security and privacy controls, data governance, analytics, AI-enabled capabilities, service management, operational support, and transition readiness. All staffing commitments must align with the Offeror's proposed implementation approach, service-management model, and contract-lifecycle responsibilities.

The State will evaluate staffing and past performance based on the Offeror's ability to provide qualified personnel, retain key personnel as required, and demonstrate a proven record of delivering similar enterprise-level public sector solutions.

L.5.5.3 Required Past Performance and Reference Information

Offeror shall provide past performance information, including references to support submitted past performance information. Reference information should include name, phone number, title, contract or task number, and date of performance.

L.5.6 Pricing Proposal

L.5.6.1. Pricing Narrative

Offerors shall provide a pricing narrative that fully aligns with the solicitation and the Offeror's accepted final proposal. The narrative shall explain all assumptions, dependencies, recurring and non-recurring costs, hosting or subscription costs, implementation and support costs, enhancement costs, integration assumptions, and State resource expectations. Offerors must respond to and price all functionality described in the solicitation, including functionality not included in MVP Release 1 or Release 1.1, and may not classify any required functionality as out of scope unless clearly identified as a proposed deviation.

The pricing narrative must affirm that all integrations, data connections, APIs, interfaces, feeds, link-outs, embedded handoffs, identity connections, partner onboarding activities, integration testing, security review support, documentation, monitoring, troubleshooting, and operational support required to implement, activate, operate, maintain, or sustain functionality included in the Offeror's proposed solution are included in the applicable fixed-price CLINs in accordance with Section L.5.6.2. This requirement applies to integrations required for MVP Release 1, Release 1.1, and any future release functionality included in the Offeror's proposal. Any integration-related cost associated with functionality included in another priced CLIN that is not expressly identified as a qualifying separately priced additional Integration CLIN in accordance with Section L.5.6.2 shall be deemed included in the applicable priced CLIN and may not be separately charged. Offerors may structure pricing by module, feature cluster, release package, or another clearly defined method, provided the structure allows the State to understand cost, dependencies, sequencing flexibility, and implementation impact across the contract lifecycle.

L.5.6.2 Price Structure and CLIN Requirements

The Offeror shall organize all pricing using the CLIN Catalog Spreadsheet provided as Attachment 5. Each row shall represent a single CLIN. The Offeror shall complete all required fields for every CLIN and shall enter "N/A" when a required field does not apply. Each CLIN shall identify the CLIN number, CLIN group, CLIN name, CLIN description, CLIN cost, and whether the CLIN is non-recurring, recurring, or inclusive. Each CLIN shall identify the release, feature, feature cluster, or functionality and service period associated with the CLIN. Each CLIN shall include the Respondent's billing system product code to ensure alignment between CLINs, pricing, and invoicing. When a 5000 Series Integration CLIN is required to implement, enable, or satisfy a requirement, feature, functionality, or capability for its initial implementation or activation, the Integration CLIN shall be separately listed for traceability, shown at zero cost, and included within the applicable 1000, 2000, or 3000 Series non-recurring CLIN directly associated with that requirement, feature, functionality, or capability. All costs associated with the required integration shall be included in the price of the directly associated non-recurring CLIN, and the Integration CLIN shall not be separately priced or invoiced. A 5000 Series Integration CLIN may be separately priced only when the State elects, after the associated requirement, feature, functionality, or capability has been implemented and accepted, to add an additional data source, system connection, API, interface, data feed, identity connection, partner connection, or other integration that was not required for the original implementation or activation. A separately priced Integration CLIN shall identify the existing functionality being extended and the additional integration being added and shall not duplicate any cost already included in another CLIN. An integration is not eligible for separate pricing solely because it is scheduled for Release 1.1 or a future release. If the integration is required to implement or activate functionality assigned to that release, the Integration CLIN shall be included at zero cost within the non-recurring CLIN directly associated with that functionality. Each CLIN shall also identify the applicable solicitation Section and Proposal Section and, when applicable, the Assigned Bundled CLIN required by Attachment 5. A 4000 Series recurring CLIN may be independently priced or, when bundled, may only be included within an inclusive recurring CLIN in the 9000 Series. A recurring CLIN included within a 9000 Series CLIN shall remain separately listed at zero cost and shall not be billed independently.. A 1000, 2000, or 3000 Series non-recurring CLIN may be bundled within an 8000 Series inclusive non-recurring CLIN. Any required 5000 Series Integration CLIN shall remain included at zero cost within the 1000, 2000, or 3000 Series CLIN directly associated with the applicable requirement or functionality and shall not be directly bundled into an 8000 Series CLIN. Any CLIN designated as Included or Bundled must be shown at zero cost and may not be billed independently. If a CLIN includes other CLINs, the included CLINs shall be listed and shown at zero cost. Included and Bundled CLINs shall retain their own release or service-period mapping, solicitation Section, Proposal Section, and Vendor Product Code. The price structure shall ensure that all CLINs are complete, supportable, and consistent with the Offeror's proposed approach to delivering the FYF Portal. The Offeror shall not modify the structure, columns, formatting, automated fields, or formulas in the CLIN Catalog Spreadsheet.

L.5.6.3 Price Transparency Requirements

The Offeror shall provide a transparent breakout of all pricing components using the CLIN Catalog Spreadsheet provided as Attachment 5. The breakout shall identify each CLIN, the CLIN group, the CLIN cost, the applicable Individual, Included, or Bundled classification, and all requirements included in the CLIN at no additional cost. Each 5000 Series Integration CLIN required for the initial implementation or

activation of a requirement, feature, functionality, or capability shall remain separately listed for traceability, shall identify the applicable 1000, 2000, or 3000 Series non-recurring CLIN in which its cost is included, and shall be shown at zero cost. A separately priced 5000 Series Integration CLIN is permitted only when the State elects, after the associated requirement, feature, functionality, or capability has been implemented and accepted, to add an additional data source, system connection, API, interface, data feed, identity connection, partner connection, or other integration that was not required for the original implementation or activation. The separately priced Integration CLIN shall identify the existing functionality being extended and the additional integration being added and shall not duplicate costs included in another CLIN. Any CLIN designated as Included or Bundled shall remain separately listed at zero cost in Attachment 5 but shall not be separately priced or invoiced as an independently billable item. A CLIN designated as Bundled shall identify the applicable parent 8000 or 9000 Series CLIN in the Assigned Bundled CLIN field. The breakout shall identify all non-recurring CLINs, recurring CLINs, and inclusive CLINs. The breakout shall identify all CLINs associated with MVP Release 1, Release 1.1, any proposed future releases, and applicable recurring service periods. The breakout shall provide sufficient detail for the State to understand the cost, dependencies, assumptions, sequencing flexibility, and implementation impact of selecting, deferring, accelerating, modifying, or declining specific CLINs during the contract term. The Respondent shall provide the product code associated with each CLIN to support transparent crosswalk between CLINs and vendor billing codes.

L.5.6.4 Volume III — Price Quote

Volume III shall include all pricing required by the SOW, including the Total Fixed Price Summary, detailed cost breakdown of recurring and non-recurring costs, inclusive subcomponents listed at zero cost, milestone-based pricing aligned to deliverables, and price reasonableness support data.

Offeror shall complete the Potential Contract Totals tab in Attachment 2 – Pricing and Staffing, identifying the proposed price for the Three-Year Base Period, Two-Year Option Period, First One-Year Option Period, Second One-Year Option Period, and the resulting Maximum Potential Contract Value. Potential Contract Totals tab shall also identify the amounts attributable to MVP Release 1, Release 1.1, Optional/Future Functionality, and Recurring Operations/Support, as applicable. All amounts shall reconcile with the detailed pricing provided in Attachment 2, Attachment 5 – CLIN Catalog, and Volume III – Price Offer. Offeror shall provide data other than certified cost or pricing data sufficient to support evaluation of all proposed pricing. This shall include any non-recurring and recurring costs associated with the solution. All pricing must be fully inclusive of the complete solution offered. Any subcomponents, features, or items that are included within an inclusive, fixed-price deliverable shall be listed as subcomponents at zero cost, indicating that they are included in the total proposed price.

Offeror shall complete Attachment 2 – Pricing and Staffing and shall provide all pricing and staffing information required by that attachment. Pricing shall align to deliverables, milestones, performance periods, recurring costs, non-recurring costs, optional services, CLINs identified in Attachment 5 – CLIN Catalog, and any assumptions necessary to evaluate price reasonableness. Offeror shall affirm that the proposed pricing is fully inclusive of all State-approved integrations, data connections, APIs, interfaces, feeds, link-outs, embedded handoffs, identity connections, partner onboarding activities, integration testing, security review support, documentation, monitoring, troubleshooting, and operational support necessary to deliver, operate, maintain, and sustain the FYF Portal as proposed. Offeror shall list all included integration-related subcomponents at zero cost where such subcomponents are included within the fixed price, recurring operations price, milestone price, or other inclusive pricing. Offeror shall clearly

identify any separately priced 5000 Series Integration CLIN permitted under Section L.5.6.2, including the existing functionality being extended, the additional data source, system connection, API, interface, data feed, identity connection, partner connection, or other integration being added, and any applicable assumptions or dependencies. Any integration-related cost not clearly identified in the Price Quote and expressly accepted by the State in the awarded contract shall be deemed included in the awarded price and may not be separately charged after award.

Offeror shall include a pricing row, worksheet entry, or pricing template entry titled "Included State-Approved Integrations, APIs, Interfaces, Data Feeds, Link-Outs, Embedded Handoffs, Identity Connections, Partner Connections, and Source-System Connections." The Price Quote must state whether these items are included in the fixed price and recurring operations price. Any included subcomponents shall be listed and shown at zero cost. Any proposed separate charge for a 5000 Series Integration CLIN must satisfy Section L.5.6.2 and shall be separately listed, described, and tied to the existing functionality being extended and the additional State-elected integration being added. Any item not separately listed shall be deemed included in the awarded price.

Offeror shall price all functionality described in the solicitation and SOW, including functionality identified for MVP Release 1, Release 1.1, a later release, an optional module, an enhancement, or a future contract lifecycle capability.

Offeror may price remaining functionality individually, by module, by feature cluster, by release package, or by another clearly defined pricing structure that aligns with the Offeror's proposed platform and implementation approach. The pricing structure must provide sufficient detail for the State to understand the cost, dependencies, assumptions, sequencing flexibility, and implementation impact of selecting, deferring, accelerating, modifying, or declining specific functionality during the contract term.

Offeror shall not treat functionality outside MVP Release 1 and Release 1.1 as out of scope unless the Offeror clearly identifies the item as a proposed deviation.

L.5.6.4.1 Pricing Instructions

The Offeror shall complete and submit Attachment 2 – Pricing and Staffing and Attachment 5 – CLIN Catalog as part of Volume III – Price Offer. Attachment 2 shall provide the Offeror's complete pricing, staffing, labor rates, milestone-linked pricing, recurring and non-recurring costs, and other pricing information required by the attachment. Attachment 5 shall provide the CLIN-level pricing, inclusion, bundling, release or service-period alignment, and billing-system traceability required by Sections L.5.6.2 and L.5.6.3 and the instructions contained in Attachment 5.

Attachment 2 and Attachment 5 shall be consistent with each other and with the Offeror's Volume III Price Offer. Pricing, staffing, milestones, CLIN amounts, recurring and non-recurring costs, and other information appearing in more than one pricing document shall reconcile across all applicable documents. The Offeror shall complete each State-provided pricing template in accordance with its instructions and shall not modify the structure, columns, formatting, automated fields, or formulas of a State-provided template unless expressly authorized by the State.

L.6 Mandatory and Proposed Government Contract Clauses

L.6.1 Mandatory.

The clauses appearing in Part 2 of the Solicitation are mandatory, will be included in any Contract resulting from this Solicitation, and may be modified only by an Amendment to the Solicitation. Failure to unconditionally agree to these clauses constitutes a Deficiency. Mandatory clauses shall not be modified through negotiations. Any additional terms and conditions negotiated and agreed to by the State during the competitive negotiation process may be incorporated into Section I.4 – Negotiated Terms and Conditions of the final Contract, provided such terms do not modify or supersede a mandatory clause except through an Amendment issued by the Procurement Officer.

L.6.2 Proposed Contract Terms.

L.2 Proposed Terms. Attachment I appears in Part 3, Section J The State proposes to include all the clauses in Attachment I in any contract resulting from this solicitation. Modification of these clauses does not require an Amendment to the Solicitation. You may state an exception to any clause in Attachment I. If you do so, you must:

- a. Identify the term(s) on an attachment to your proposal;
- b. Explain why you take exception to the State's language;
- c. Indicate what change or alternative language you propose;
- d. Clearly identify why the acceptance of your change or alternative language would be advantageous to the State.

If you do not expressly identify and take exception to a particular clause, you acknowledge your acceptance of that term by signing the Cover Page. After award, clauses in Attachment I, with any negotiated changes, will be incorporated by reference into section I.4 of the contract.

L.7 Assembling Contract Documents

- L.7.1** After final award, the Procurement Officer will assemble all contract documents, and provide an executed copy to the Contractor.
- L.7.2** Without limitation, and consistent with the clause titled Contract-Order of Precedence-Integration (May 2021), the assembled documents must include (1) Parts 1, 2, and 3 of the Uniform Contract Format; (2) any attachments identified as contract documents in Section J or specifically incorporated into the contract by reference; and (3) Section K and any accompanying explanation as executed and submitted by the Contractor. Since Section K may contain confidential material relating to responsibility, it will not be physically attached to the contract nor produced in response to a public records request for the contract documents. Section K will be maintained in the procurement file. See S.C. Code Ann. § 11-65-1810(3). In assembling the documents, the Procurement Officer must integrate any revisions to the successful proposal that constitute the Offer made during negotiations or as part of the final offer, as well as any

amendment(s) to Parts 1, 2, and 3 of the solicitation. The assembled documents are not to include any other portion of the Solicitation or Proposal.

M. EVALUATION FACTORS FOR AWARD

M.1 Contract Award

The offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The State may accept other than the lowest offer; and waive informalities and minor irregularities in offers received. Notwithstanding any other language herein, this acquisition process will be conducted in accordance with S.C. Code Ann. § 11-35-1535 and R. 19-445.2099.

M.2 Competitive Range Determination

- M.2.1. Following evaluation of initial proposals, the Procurement Officer shall establish a competitive range of the most promising proposals.
- M.2.2. An offeror may be eliminated from the competitive range if, after exchanges between the offeror and the State, its proposal is no longer among the most promising.
- M.2.3. Offerors eliminated from the competition will be notified promptly and may request a debrief.

M.3 Exchanges with Offerors

- M.3.1. The responsible procurement officer may conduct clarifications at any time prior to the award decision. Clarification means any communication in which the State requests or accepts information that clarifies any information in a proposal. Clarification does not include the request or acceptance of any change to the terms of an offer.
- M.3.2. The State intends to conduct negotiations with offerors selected for the competitive range. Negotiation means any communication, oral or written, that invites or permits an offeror to change any texts or graphics in the terms of its offer in any way. Negotiation does not include communications involving (i) information that is necessary to understand an offer, but that does not change any text or graphics in the offer, (ii) information about the offeror, or (iii) any other information that will not bind the parties upon acceptance of an offer.

After conclusion of negotiations the State will request final proposal revisions from offerors remaining in the competitive range.

M.4 Source Selection

- M.4.1 The State will make award to the responsible Offeror whose final proposal meets, in all material respects, the requirements announced in the solicitation, as amended, and is determined in writing to provide the best value to the State, taking into consideration the evaluation factors set forth in the request for proposals and any tradeoffs among price and non-price factors.
- M.4.2 A tradeoff process among price and non-price factors may be followed in order to ensure that the selected Offerors will provide the best value to the State. Offerors are cautioned that the award may not necessarily be made to the lowest priced Offeror or to the highest technically-rated Offeror.
- M.4.3. The State intends to make one single definitive contract award from this solicitation.

M.5 Evaluation Framework

M.5.1 General Evaluation Framework

Offers will be evaluated using only the factors and subfactors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Sub-categories within each criterion are of equal value within each criterion. All non-price evaluation factors, when combined, are significantly more important than price. The overall best-value determination, including the consideration and tradeoff of price and non-price factors, will be made in accordance with SC Regulation 19-445.2099(K).

M.6 Technical and Non-Price Evaluation Factors

Solution and User Experience (UX)

The State will evaluate the extent to which the proposed solution delivers a user-centered, intuitive, guided, accessible, and purposeful experience that supports education-to-employment pathway navigation.

The State may consider the Offeror's ability to:

- Deliver intuitive, guided user journeys for education-to-employment pathways, including personalized pathways, roadmaps, timelines, journeys, checklists, and recommended next steps that reflect a user's circumstances, interests, skills, education, employment status, goals, location, family needs, transportation needs, financial circumstances, and other authorized information.
- Function as a unified statewide digital front door and Experience and Coordination Layer that unifies the user experience while preserving the authority, autonomy, and compliance obligations of participating Systems of Record.
- Meet accessibility, multilingual, mobile-responsive, browser-compatible, inclusive-design, and assistive-technology requirements across devices, channels, geographies, and user groups.
- Enable personalized, consistent, role-based experiences for guest users, registered users, assisted users, employers, partners, administrators, and policy leaders.
- Support meaningful task completion, service discovery, common intake, eligibility screening, program comparison, opportunity matching, referrals and handoffs, wraparound support, notifications, communications, document management, credential services, Digital Wallet functions, and progress tracking.
- Allow users to move between graphical pathway or journey views and structured list, table, checklist, or hierarchy views using the same underlying information without duplicate entry, loss of context, or inconsistent status.
- Provide representative, FYF-specific visual and user-experience evidence such as screen designs, journey flows, prototypes, product views, or equivalent artifacts.
- Demonstrate that the user experience is accurate, useful, accessible, inclusive, and aligned to the State's intended workforce and education outcomes.

Technical Architecture and Integration

The State will evaluate the extent to which the proposed solution meets the State's technical objectives, including experience-layer architecture, integration, scalability, performance, reliability, and preservation of existing systems of record.

The State may consider the Offeror's ability to:

- Provide a clear, complete, and internally consistent target architecture that identifies platform components, environments, hosting, security boundaries, data flows, interfaces, integrations, third-party services, administrative tools, monitoring, and operational responsibilities.
- Deliver a modular, cloud-based, standards-aligned Experience and Coordination Layer using appropriate COTS, SaaS, PaaS, configurable, custom, and managed-service components without unnecessarily replacing participating Systems of Record.
- Support integration with modern APIs, event-driven patterns, batch exchanges, secure file transfers, data pipelines, embedded handoffs, link-outs, identity connections, legacy interfaces, and other State-approved integration methods.
- Integrate with current and future State agencies, education entities, workforce entities, employers, partners, providers, authoritative data sources, and third-party services without artificial connector limits, undisclosed product-tier restrictions, or unreasonable per-connection charges.
- Preserve system-of-record boundaries, minimize unnecessary data duplication, support authoritative-source identification, and provide graceful degradation, clear dependency status, and user-appropriate messaging when a partner system or data source is unavailable.
- Provide production-representative development, testing, quality-assurance, integration, training, staging, release-validation, disaster-recovery, and other required non-production environments.
- Demonstrate scalability, capacity, performance, availability, reliability, resilience, fault tolerance, backup, recoverability, disaster recovery, business continuity, and support for statewide transaction and user volumes.
- Provide effective monitoring, observability, telemetry, alerting, traceability, error handling, reconciliation, integration support, and operational visibility across portal components and partner dependencies.
- Support secure configuration management, source and version control, deployment automation, environment controls, release management, rollback, patching, upgrades, and repeatable delivery practices.
- Demonstrate extensibility, modularity, maintainability, portability, standards-based interoperability, data exportability, administrative control, and a practical approach to avoiding vendor lock-in.
- Provide a release-specific data and integration dependency approach for MVP Release 1, Release 1.1, and future functionality that aligns architecture, sources, interfaces, governance, security, testing, schedule, and operational support.

Data, Security, and Compliance

The State will evaluate the extent to which the proposed solution supports trusted data, data governance, data quality, analytics, security, privacy, accessibility, auditability, and regulatory compliance.

The State may consider the Offeror's ability to:

- Provide a comprehensive security and privacy architecture aligned with State requirements, applicable security standards, secure-by-design principles, least privilege, defense in depth, zero-trust concepts, and continuous risk management.
- Support identity federation, MySC.gov and other approved single-sign-on options, secure alternative authentication, multi-factor authentication, role-based and attribute-based access, delegated administration, privileged-access management, account lifecycle management, and separation of duties.
- Protect data in transit, at rest, and in use through appropriate encryption, key and certificate management, secrets management, environment separation, secure configuration, network protections, and tenant or customer-data segregation.

- Implement privacy, consent, notice, authorization, purpose limitation, data minimization, retention, deletion, correction, disclosure, data-sharing, youth-protection, and sensitive-information controls appropriate to each user, data source, and transaction.
- Enforce the distinction between Portal-profile data and externally accessed volatile session data and prevent unauthorized persistence, reuse, transmission, or disclosure of externally sourced information.
- Provide complete audit logging, administrative and user activity records, immutable or protected audit evidence, monitoring, alerting, reporting, access review, and traceability sufficient to support investigations, compliance, and the State's right to audit.
- Provide secure software-development, configuration, vulnerability-management, penetration-testing, supply-chain, dependency, patching, malware-protection, file-upload, threat-detection, incident-response, breach-notification, and recovery practices.
- Meet required accessibility standards through automated and manual testing, assistive-technology testing, keyboard and screen-reader support, plain-language design, mobile and responsive testing, accessible documents and communications, and timely remediation of barriers.
- Govern closed-loop AI-assisted capabilities through approved use cases, controlled data sources, documented prompts and workflows, human confirmation, output validation, accuracy monitoring, explainability, bias and harm controls, model and provider oversight, auditability, privacy protections, safety controls, and the ability for the State to disable or restrict functionality.
- Prevent AI-assisted features from independently making binding determinations, submitting information, altering records, initiating transactions, storing external data, or sharing user information without required confirmation, authorization, and State-approved controls.
- Provide a federated data architecture that supports portal-managed profile and analytical data, authorized access to partner-system data, master and reference data, metadata, credential data, documents, and structured and unstructured information.
- Identify authoritative sources, data owners, stewards, approvers, permitted uses, refresh cadences, lineage, provenance, transformation rules, reconciliation methods, quality controls, retention rules, and storage disposition for each material data element or dataset.
- Support data ingestion, APIs, ETL or ELT pipelines, event exchanges, secure file transfer, reporting tools, data-lake or enterprise-platform integration, export, archival, deletion, and other State-approved data-management patterns.
- Provide data quality monitoring, validation, matching, deduplication, completeness, accuracy, timeliness, exception handling, remediation, and transparent labeling of source, age, limitations, and confidence.
- Deliver dashboards, reports, scorecards, analytics, labor-market information, workforce-planning information, operational reporting, performance reporting, adoption reporting, and policy-leader decision support tailored to authorized audiences.
- Support both real-time and scheduled reporting, user-defined and administrative reporting, accessible presentation, drill-down, filtering, segmentation, secure distribution, and export in State-approved formats.
- Maintain consistent security and authorization across transactional, analytical, reporting, archival, and administrative environments and prevent reporting or analytics from bypassing source-system restrictions.
- Support credential definitions, transcripts, education and training assets, Digital Wallet and credential-registry functions, document-vault functions, and verification or exchange of records in accordance with approved standards and agreements.

- Provide responsible analytics and intelligent-automation capabilities with documented data inputs, business rules, model assumptions, limitations, validation, monitoring, audit trails, and human oversight.
- Demonstrate that data, analytics, reports, recommendations, dashboards, and AI-assisted outputs are accurate, explainable, reproducible where required, useful to intended users, and aligned to the State's workforce and education outcomes.

Business and Functional Alignment

The State will evaluate the extent to which the proposed solution aligns with State workforce, education, employer, partner agency, and user needs, including key functional use cases and desired outcomes.

The State may consider the Offeror's ability to:

- Provide a complete, traceable, and internally consistent response to every applicable requirement in the solicitation and associated attachments, with clear identification of native functionality, configuration, customization, integration, third-party components, future product releases, and functionality not proposed.
- Support key capabilities such as personalized pathways, service discovery, common intake, eligibility screening, program comparison, opportunity matching, referrals and handoffs, wraparound support, notifications, communications, document management, credential services, Digital Wallet functions, and progress tracking.
- Support education, training, career, employment, and advancement use cases, including college and career readiness, student enrollment, education program alignment, instructional resources, professional development resources, real-time labor-market information, workforce programs, employer engagement, and job-seeker support.
- Enable an employer to create a job posting once and, subject to verification, authorization, applicable agreements, and technical availability, distribute or publish the posting to multiple approved destinations such as SCWOS, approved local or regional job boards, chambers, and third-party platforms.
- Enable cross-agency coordination without disrupting existing systems, programs, or agency responsibilities.
- Demonstrate understanding of the FYF Portal as a statewide digital front door and Experience and Coordination Layer, and not merely as a website, job board, or content repository.
- Support measurable outcomes, user adoption, equity, engagement, partner coordination, workforce and education outcomes, and long-term public value.
- Respond to and price all required functionality across MVP Release 1, Release 1.1, and future contract-lifecycle implementation while providing practical sequencing, modularity, and flexibility for the State to select, defer, accelerate, modify, bundle, or decline future functionality.

Implementation and Operations Approach

The State will evaluate the extent to which the Offeror demonstrates the ability to implement, transition, operate, support, and sustain the proposed solution.

The State may consider the Offeror's ability to:

- Provide a complete implementation approach aligned with the responsibilities in Attachment 3 and the solicitation, with clear ownership, deliverables, acceptance criteria, dependencies, decision rights, State resource needs, and Prime Contractor accountability.
- Use a phased delivery approach, including MVP Release 1, Release 1.1, and future releases, with credible, achievable, dependency-aware schedules including critical path, milestones, stage gates, decision dates, and contingency.

- Conduct discovery, stakeholder engagement, fit-gap analysis, requirements elaboration, design validation, data and integration planning, release planning, and traceability without shifting required solution responsibilities to the State.
- Align release scope with user journeys, data availability, integration readiness, partner readiness, accessibility, privacy, security, testing, staffing, operational readiness, and funding while preserving State flexibility over future functionality.
- Produce complete, accurate, timely, and usable planning, architecture, configuration, development, integration, testing, deployment, training, transition, operational, and as-built deliverables.
- Use disciplined configuration, customization, development, environment, change, release, deployment, rollback, defect, and acceptance practices appropriate to the proposed platform and delivery model.
- Provide complete testing and readiness evidence before release, including requirements traceability, quality gates, go/no-go criteria, cutover planning, rollback planning, data validation, communications, support readiness, and State approval.
- Manage third-party products, subcontractors, platform providers, integration partners, hosting providers, and other dependencies as a unified delivery team without reducing the Prime Contractor's accountability.
- Identify and mitigate risks associated with product roadmaps, future releases, resource assumptions, partner dependencies, integration constraints, data availability, procurement lead times, licensing, schedule, funding, and organizational readiness.
- Provide mature service-management capabilities for Service Desk, incident, problem, request, change, release, configuration, knowledge, asset, availability, capacity, performance, continuity, security, access, vendor, and continual-improvement management.
- Provide continuous monitoring, observability, synthetic transactions, real-user telemetry, integration and data-feed monitoring, security monitoring, accessibility monitoring, AI monitoring, alerting, on-call response, escalation, and State-visible operational dashboards.
- Meet incident notification, acknowledgement, status-update, restoration, resolution, root-cause, corrective-action, vulnerability-remediation, recovery, backup, maintenance, release, data-processing, reporting, and support obligations.
- Provide effective Tier 1, Tier 2, Tier 3, platform, security, data, integration, and vendor coordination with clear escalation paths, qualified staffing, after-hours coverage, and continuity of service.
- Maintain accurate performance, SLA, OLA, XLA, security, accessibility, data-quality, integration, change, incident, problem, adoption, invoice, and continuous-improvement reporting with auditable source data.
- Provide graceful degradation and coordinated recovery when a partner dependency is unavailable while continuing to meet Portal monitoring, notification, user-communication, and support obligations.
- Demonstrate that subcontractor, hosting-provider, platform-provider, software-provider, AI-provider, or integration-partner performance will not excuse or reduce the Prime Contractor's State-facing obligations.
- Provide sustainable operations, proactive trend analysis, root-cause elimination, capacity planning, technology currency, optimization, service improvement, and timely implementation of State-approved improvements.
- Demonstrate an implementation approach that reduces risk, supports timely go-live, and prepares the State to operate, oversee, and sustain the Portal after launch.

Staffing and Organizational Capability

The State will evaluate the extent to which the Offeror demonstrates the experience, staffing model, organizational capability, and delivery maturity required to deliver and support the FYF Portal.

The State may consider the Offeror's ability to:

- Provide qualified key personnel and sufficient staffing across executive leadership, project and program management, product management, business analysis, user experience, accessibility, architecture, integration, data, analytics, security, privacy, AI governance, development, testing, DevSecOps, organizational change management, training, service management, operations, and transition.
- Align staffing levels, roles, availability, location, coverage, authority, and continuity to the proposed scope, schedule, release plan, platform, integration complexity, operational model, and performance obligations.
- Demonstrate relevant and recent experience with public-sector, statewide, workforce, education, multi-agency, citizen-portal, identity, data, integration, security, accessibility, managed-service, and comparable transformation initiatives.
- Provide key-person qualifications, certifications, education, technical knowledge, role clarity, decision authority, and demonstrated availability for the proposed work.
- Demonstrate organizational capacity, financial stability, delivery governance, quality management, security maturity, subcontractor management, knowledge depth, surge capability, and ability to manage concurrent workstreams.
- Maintain Prime Contractor accountability for all work, deliverables, integrations, products, licenses, subscriptions, hosting, support, subcontractors, and third parties.
- Provide effective personnel onboarding, background and access controls, performance management, succession, replacement, retention, cross-training, and continuity practices.

Past performance

- Demonstrate favorable past performance related to quality, schedule, cost control, stakeholder coordination, security, accessibility, service levels, issue resolution, transition, customer satisfaction, and successful outcomes.
- Provide credible references and past-performance evidence that substantiate the Offeror's claims and identify any material performance issues, disputes, terminations, security incidents, schedule failures, or corrective actions relevant to the State's risk assessment.

M.7 Past Performance Evaluation

An offeror or team will receive a single rating reflecting a confidence assessment that the offeror will successfully perform the required effort based on their recent experience, its relevance to this project, and the quality of the past performance information including trends and usefulness. The primary source of this information will be the offeror's. However, evaluation of these references can also include other sources of information.

Offerors shall provide a listing of the applicable contract references that demonstrate recent and relevant past performance. Contract references could be contracts with governmental or non-governmental entities or any other reference that demonstrates recent and relevant past performance.

The information presented by the offeror and information obtained from available sources other than those identified by the offerors (such as past performance information obtained from Federal, State, and local government agencies, better business bureaus, published media, personal knowledge, and electronic data bases available to the State) will be the basis for evaluation of this factor.

The State may reject a proposal if it is found that any information that has a negative impact on the offerors past performance record has been deleted, misrepresented, or withheld.

Offerors are cautioned that in conducting the past performance assessment, the State may use data provided in the offeror's proposal and data obtained from other sources. Since the State may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the State may elect to consider data obtained from other sources, the burden of proving an acceptable past performance rests with the offerors.

Offerors may provide information on problems encountered on the contracts identified in their past performance submissions and the offerors' corrective actions.

The State will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP.

Color Rating	Adjectival Rating	Rating Description
Blue	Substantial Confidence	Based on the Offeror's recent/relevant performance record, the agency has a high expectation that the Offeror will successfully perform the required effort.
Purple	Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the agency has a reasonable expectation that the Offeror will successfully perform the required effort.
Green	Neutral Confidence	No recent/relevant performance record is available, or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Yellow	Limited Confidence	Based on the Offeror's recent/relevant performance record, the agency has a low expectation that the Offeror will successfully perform the required effort.
Red	No Confidence	Based on the Offeror's recent/relevant performance record, the agency has no expectation that the Offeror will be able to successfully perform the required effort.

M.8 Price Evaluation

M.8.1 Price and Lifecycle Cost Evaluation

Cost/Price will be evaluated separately as part of the State's best-value determination. Cost/Price may be evaluated for reasonableness, realism, completeness, affordability, lifecycle value, and alignment with the Offeror's proposed technical, implementation, staffing, operational, and sustainment approach.

Cost / Price – Evaluated Separately as Best Value

The State will evaluate Cost/Price separately as part of the best-value determination.

The State may consider:

- Total cost of ownership.
- Implementation, integration, configuration, testing, training, transition, and deployment costs.
- Licensing, subscription, hosting, operations, maintenance, support, and sustainment costs.

- d) Recurring and non-recurring costs.
- e) Optional services, enhancements, assumptions, dependencies, and exclusions.
- f) Price reasonableness, price realism, pricing completeness, affordability, and lifecycle value.
- g) Alignment between the proposed price and the proposed technical, implementation, staffing, and operational approach.
- h) Hidden costs, long-term financial risk, vendor lock-in, and cost escalation risk.

The evaluation factors, their relative importance, and the overall best-value tradeoff methodology are set forth in Section M.

Only pricing determined to be fair and reasonable will be eligible for award. Pricing that is unsupported, inconsistent with market expectations, unbalanced, or inconsistent with the scope and performance period of this requirement may be deemed unreasonable. [19-445.2122]

M.8.2 Price Realism.

The State will evaluate the realism of proposed price by assessing the compatibility of proposed price with proposal approach and effort. For the price to be realistic, it must reflect what it would cost the offeror to perform the effort, if performed with reasonable economy and efficiency. Cost realism evaluation includes a review of the overall costs in the offeror's proposal to determine:

If price is realistic for the work proposed;

If costs reflect a clear understanding of the requirements; and

If costs are consistent with the total proposed price for the three-year base period, the two-year option period, the two one-year option periods, and any continuity of service extension that may be exercised to support transition activities described in Schedule B Exit Services.

M.8.3 Price Reasonableness

The Price Reasonableness determination will assess whether the contractor's proposed pricing is fair, reasonable, and aligned with the scope and performance period defined in this Statement of Work. For the price to be reasonable in its nature and amount, it should not exceed what would be incurred by a prudent person in the conduct of a competitive business dealing with the State. The State will determine whether the proposed pricing reflects an appropriate understanding of the work, is consistent with market expectations, and represents a sound basis for award.

When the contractor proposes service-based delivery, the State will determine whether service-related pricing is reasonable in relation to the level of effort required to operate and support the FYF Portal throughout the performance period. When the contractor proposes subscription-based delivery, the State will determine whether subscription-related pricing is reasonable in relation to the release designations documented in Attachment 7 and the State's requirements for MVP Release 1, Release 1.1, and future releases.

M.8.4 Price Completeness.

Price proposals shall be evaluated for completeness by assessing the responsiveness of the proposed cost element or price, by assessing the level of detail of the offeror-provided cost data for all requirements in the SOW and proposed Performance Work Statement including staff planning and quality control and assessing the traceability of estimates. For the cost data to be complete, the offeror, or its subcontractors, must provide all the data necessary to support the offer.

M.9 Demonstrations and Negotiation Activities

After completion of evaluation, the State may invite Offerors to participate in demonstrations as part of the initial round of negotiations. Offerors should conduct the presentation in person at **1550 Gadsden Street, Columbia, South Carolina 29201**. All associated travel costs are the sole responsibility of the Offeror. Notwithstanding this requirement, limited remote participation is permitted for select State and Offeror personnel. The Procurement Officer will notify selected Offerors as quickly as possible to schedule a specific date and time.

Demonstrations, if conducted, are intended to validate, clarify, or further assess the Offeror's written proposal. Demonstrations are not intended to be general marketing presentations. Offerors may be required to demonstrate how the proposed solution and approach satisfy the solicitation requirements and goals. Questions and answers by offerors and the State are allowed but subject to the exceptions in 19-445.2099(I).

Demonstration topics may include, but are not limited to:

1. Vendor understanding of FYF objectives, statewide context, target users, and portal role.
2. User experience and portal capabilities, including guided education-to-employment journeys, pathway navigation, service discovery, personalization, accessibility, multilingual support, and mobile/browser experience.
3. Technical architecture, integration, and data approach, including integration with modern and legacy systems, systems-of-record boundaries, data governance, lineage, refresh cadence, analytics, and reporting.
4. Security, privacy, and compliance, including identity and access management, role-based access, privacy and consent controls, audit logging, secure data handling, accessibility compliance, and regulatory alignment.
5. Implementation, operations, and sustainment, including phased delivery, project governance, testing, readiness, change management, training, help desk, SLAs, monitoring, support, and continuous improvement.
6. Key personnel, staffing approach, implementation roles, operational roles, and transition approach.
7. Negotiate to seek changes the State desires.

If the competitive range prior to demonstrations exceeds what the State can effectively negotiate, the demonstration may serve to determine if an offer should continue to be considered among the most promising.