

	<p align="center">State of South Carolina</p> <p align="center">Request for Proposals From S.C. Department of Administration (Admin)</p>	<p>Date Issued: 6/2/2023 Admin Contact: Matthew C. Hall Phone: 803-737-2805 E-Mail Address: Matthew.Hall@admin.sc.gov</p>	
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DESCRIPTION: Admin seeks proposals for services of an independent, third-party expert, consultant, or advisor to analyze the missions, delivery models and organizational structures of all South Carolina state agencies concerned with the overall public health of the State.

SUBMIT PROPOSAL BY **6/30/2023 11:00 AM**

QUESTIONS MUST BE SUBMITTED BY **6/16/2023 11:00 AM** (See General Instructions p. 6 below)

SUBMIT YOUR PROPOSAL BY E-MAIL TO THE ADMIN CONTACT (Matthew.Hall@admin.sc.gov) OR TO EITHER OF THE FOLLOWING ADDRESSES:

<p>MAILING ADDRESS: S.C. Department of Administration PO Box 2825 Columbia SC 29211 Attention: Matthew C. Hall</p>	<p>PHYSICAL ADDRESS: S.C. Department of Administration 1200 Senate Street, Suite 408 Columbia SC 29201 Attention: Matthew C. Hall</p>
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<p>ENTITY NAME (Full legal name of business)</p>	
<p>AUTHORIZED SIGNATURE</p>	
<p>TITLE (Business title of person signing above)</p>	
<p>PRINTED NAME (Printed name of person signing above)</p>	<p>DATE</p>
<p>MAILING ADDRESS</p>	
<p>CITY</p>	<p>STATE/ZIP CODE</p>
<p>TELEPHONE #</p>	<p>E-MAIL ADDRESS</p>

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I. INTRODUCTION

In May 2023, the South Carolina General Assembly enacted, and the Governor signed, Senate bill 399 (hereinafter referred to as the “Act” a copy of which is accompanying this Request for Proposals). Among other things, effective July 1, 2024, the Act restructures the South Carolina Department of Health and Environmental Control (DHEC) by abolishing DHEC and transferring its programs, services, duties, and authority into two newly created State agencies: the Department of Public Health and the Department of Environmental Services.

Additionally, Section 13 of the Act (Section 13) requires the South Carolina Department of Administration (Admin) to identify, select, retain, and procure the services of independent, third-party experts, consultants, or advisors to analyze the missions and delivery models of all state agencies concerned with the overall public health of the State, as well as certain specific populations including, but not limited to, children and adolescents, newborns, pregnant women, the elderly, disabled, mentally ill, special needs individuals, those with chemical dependencies, the chronically ill, economically disadvantaged, and veterans. The analysis must include, but not be limited to, DHEC and its successor entities, the Department of Mental Health, the Department of Alcohol and Other Drug Abuse Services, the Department of Disabilities and Special Needs, and the Department on Aging. The expert, consultant, or advisor must make appropriate recommendations based on the analysis required pursuant to Section 13 and explain the benefits of each recommendation. Section 13 further requires Admin to prepare interim reports and a final report summarizing the analysis and recommendations of the expert, consultant, or advisor. The reports are to be provided to select General Assembly Committee Chairs and the Governor.

Section 13 provides that the final report summarizing the analysis and recommendations of the experts, consultants, or advisors must be provided to select General Assembly Committee Chairs and the Governor by **April 1, 2024**, with interim reports due to those Committee Chairs and Governor on **October 1, 2023**, and **January 1, 2024**.

To satisfy the requirements of Section 13, Admin desires to procure an independent, third-party expert, consultant, or advisor (Contractor) to perform the analysis of and make recommendations related to the missions, delivery models, and organizational structures of all state agencies concerned with the overall public health of the State. It is intended that this procurement will result in a contract whereby the Contractor in performing the scope of work set forth below, takes all actions necessary to research, communicate with, and meet with relevant State agencies, and takes all reasonable steps to receive input from specific populations set out in Section 13 and any other interested constituency groups. It is intended that the Contractor will not only do the analysis and make the recommendations, but also draft the interim and final reports required by Section 13. The contract resulting from this procurement will recognize that time is of the essence in meeting the deadlines established by the Scope of Work included in this Request for Proposals.

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II. SCOPE OF WORK

The Contractor selected by Admin will be required to provide the services listed below in accordance with the corresponding deadlines.

A. Services

1) The Contractor shall determine the current mission, delivery model, and organizational structure of each existing state agency performing public health services in this State and analyze the effectiveness of the current mission, delivery model, and organizational structure of each such state agency in addressing the overall public health of the State. In determining and analyzing the effectiveness of the missions, delivery models and organizational structures of the various state agencies:

a) the Contractor must organize and hold multiple meetings with each state agency concerned with the overall public health of the State including, but not be limited to, the Department of Health and Environmental Control and its successor entities, the Department of Mental Health, the Department of Alcohol and Other Drug Abuse Services, the Department of Disabilities and Special Needs, and the Department on Aging. All meetings must be held by **November 1, 2023**;

b) the Contractor must define and organize focus groups related to the client populations served by State agencies providing public health services. Such populations include, but are not limited to, children and adolescents, newborns, pregnant women, the elderly, disabled, mentally ill, special needs individuals, those with chemical dependencies, the chronically ill, economically disadvantaged, and veterans. The Contractor shall organize sufficient meetings with the groups so that they can provide input on the current status of public health services and needed changes to the missions, delivery models, and organizational structures of State agencies providing public health services. The Contractor should begin organizing the meetings and receiving input from the focus groups within three (3) weeks of the effective date of this contract and must conclude the meetings by **November 1, 2023**.

c) the Contractor must consider, in addition to information provided through the above meetings, any other relevant sources of data and input necessary to the required analysis;

d) the Contractor must prepare a written account setting forth the Contractor's findings regarding the missions, delivery models and organizational structures of the various State agencies performing public health services and the effectiveness of such in addressing the overall public health of the State. The written account must be delivered to Admin by **December 1, 2023**, and;

e) the Contractor must attend monthly meetings with Admin to review the Contractor's analysis and preliminary findings beginning **August 1, 2023 and continuing through December 1, 2023**.

2) The Contractor shall make recommendations for the appropriate missions, delivery models and organizational structures for each state agency currently providing public health services or that would be providing public health services under any recommended structural changes the Contractor may make to improve public health services delivery in the State, recognize operational efficiencies, and maximize resource utilization. Structural changes to be analyzed and considered include, but are not limited to, reorganizations or mergers of existing health agencies, or divisions or components thereof, as well as the establishment of any new health agencies or the privatization of services currently provided by existing health agencies. In making the required recommendations:

a) the Contractor must provide explanation for how recommended changes to agency missions, delivery models and/or organizational structures benefit/improve public health services delivery or, if no changes are recommended for a particular agency, how the current mission, delivery model and organizational structure best serves its client population;

b) the Contractor must determine and take into account best practices regarding the delivery of public health services, including a survey of other States' practices deemed most beneficial to South Carolina;

c) the Contractor must provide an outline of its recommendations to Admin by **December 15, 2023**, and;

d) the Contractor must provide an outline of its recommendations with an explanation of the benefits of such recommendations to Admin by **January 15, 2024**.

3) The Contractor shall prepare the final report required by subsection (E) of Section 13. In preparing the final report:

a) the Contractor must include at a minimum (i) a description of the Contractor's findings regarding the missions, delivery models and organizational structures of the various State agencies performing public health services and the effectiveness of such in addressing the overall public health of the State; (ii) the Contractor's recommendations; and (iii) the Contractor's explanation of how its recommendations benefit/improve public health services delivery in the State;

b) the Contractor must provide a **first draft** of the final report to Admin by **February 1, 2024**;

c) the Contractor must provide a **final draft** of the final report to Admin by **March 1, 2024**, and;

4) The Contractor shall prepare the interim reports required by subsection (E) of Section 13. In preparing the interim reports:

a) the Contractor must set forth its efforts taken to satisfy and progress towards satisfying the requirements of Section 13;

b) the Contractor must provide a **first interim report** to Admin by **September 15, 2023**;

c) the Contractor must provide a **second interim report** to Admin by **December 15, 2023**, and;

d) the Contractor must provide the reports in a format suitable for submission to the select General Assembly Committee Chairs required by Section 13 and the Governor.

5) The Contractor shall attend weekly project status meetings with Admin regarding the timeline and any issues the Contractor is experiencing in its efforts to accomplish the requirements set forth herein. Unless otherwise required by Admin, these meetings will be held electronically.

6) The Contractor shall assist in presenting the final report to the Governor and the S.C. General Assembly and appear before the General Assembly or any legislative committee or subcommittee as may be required by Admin.

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III. GENERAL INSTRUCTIONS

TIMELINE FOR PROCESS

Questions received from prospective respondents by	June 16, 2023 (11:00 AM)
Proposals received from respondents by	June 30, 2023 (11:00 AM)
Interviews with select respondents (tentative)	Week of July 10, 2023
Award (tentative)	July 17, 2023

AMENDMENTS TO THE REQUEST FOR PROPOSALS

The Request for Proposals may be amended at any time prior to the submission date and time. All amendments to this Request for Proposals shall be in writing from Admin.

QUESTIONS FROM PROSPECTIVE RESPONDENTS

Any prospective respondent desiring an explanation or interpretation of the Request for Proposals must request it in writing, preferably by email to Admin Contact. Any information given a prospective respondent will be furnished promptly to all other prospective respondents as an Amendment to the Request for Proposals. The identity of the potential responder posing questions will not be included in any resulting Amendment.

Questions must be received by the Admin Contact no later than **11:00 AM EDT, June 16, 2023**

SUBMITTING CONFIDENTIAL INFORMATION

For every document respondent submits in response to or regarding this Request for Proposals, respondent must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that respondent contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. The selected Contractor must indemnify and defend Admin from any claim made under the S.C. Freedom of Information Act resulting from Admin's excluding from disclosure information marked as "Confidential."

ETHICS CERTIFICATE

By submitting a proposal, the respondent certifies that the respondent has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (S.C. Ethics Act).

DRUG FREE WORKPLACE CERTIFICATION

By submitting a response, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

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IV. INFORMATION TO BE SUBMITTED

COVER SHEET AND PROPOSAL

- a. A copy of the Cover Sheet (page 1 of this Request for Proposals) which has been completed and executed must be included as the first page of your entity's submission.
- b. Provide a proposal describing how your entity will satisfy the requirements contained in the above Scope of Work including a detailed explanation of how your entity intends to approach the requirements for organizing meetings with various state agencies and client populations served by State agencies providing public health services.
- c. The executed Cover Sheet (page 1 of this Request for Proposals) indicates your entity's commitment to perform the services set out in the Scope of Work within the established deadlines.

QUALIFICATIONS AND EXPERIENCE

- a. Provide a narrative designed to demonstrate your entity's qualifications, and advantages to the State in selecting you to provide the services outlined the Scope of Work. The narrative must include a demonstration of relevant experience and the professional and technical competence of your firm with respect to the type of services required by governmental entities for compliance with federal grants, including, but not limited to: project management experience; experience, knowledge of, and compliance with state and federal ethics rules; experience with identification and reporting of waste, fraud and abuse; and experience with the oversight of disbursement and tracking of federal funds by state or federal agencies.
 1. Please provide examples of prior engagements for services similar to those set out in the Scope of Work included in this Request for Proposals.
 2. Please provide a detailed list of staff who will work on this project for your entity. Include the names, titles, roles for the engagement and prior experience for the employees listed.
- b. Provide a detailed description of your entity and your entity's history. Include your entity's principal business, ownership, number of employees regularly employed, how long your entity has been in the business and number of offices and locations, including the location of the office that would serve as primary contact during this contract.
- c. Provide three (3) references familiar with your work. Include the name of a contact person, their title, address, telephone number and e-mail address. References may be contacted and/or sent a written reference survey.

ABILITY TO PERFORM

- a. Provide a narrative designed to demonstrate the capacity and capability of your entity to provide the scope of services requested on an expedited basis, specifically a staffing plan and identification of any sub-consultants necessary to perform the services and the professional qualifications of both staff and sub-consultants. The narrative should include the overall strategy, methodology, and technical approach you intend to employ throughout the process.
- b. Provide information reflecting your entity's current financial position.
- c. Provide specific detailed information regarding any and all situations where your entity has defaulted on a contract. Provide specific detailed information regarding any and all situations where a contract has been canceled or in which a contract was not renewed due to alleged fault on the part of your entity.
- d. In the last three (3) years has your entity had a project or contract terminated? If so, please describe the circumstances. Provide a list of any contracts that were terminated for convenience prior to the original contract end date and the reason for termination.
- e. Provide specific detailed information regarding any legal action(s), including currently pending actions against your entity in the past five (5) years.

FEE STRUCTURE

- a. Provide a fee structure and methodology. Identify any fees and anticipated expenses applicable to the provision of the services.
- b. It is anticipated that the total appropriation of funds to Admin to perform all of its duties pursuant to the Act, including the procurement of a Contractor under this Request for Proposals, will not exceed \$5,000,000.00.

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V. EVALUATION CRITERIA

Submissions will be judged based on:

- a. Qualifications and Experience.
- b. Ability to Accomplish Scope of Work.
- c. Fee Structure. Admin will evaluate comparative costs and methodologies.

VI. CONTRACT DOCUMENTS

The contract resulting from this procurement will consist of this Request for Proposals (including any Amendments), Contractor's proposal, and the Record of Negotiations/Award (RON) executed by the parties. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the following order: 1) the RON, 2) this Request for Proposals (including any Amendments), and 3) Contractor's proposal.

VII. TERMS AND CONDITIONS

CHOICE-OF-LAW

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 this Request for Proposals.

DISPUTES

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.

Sovereign Immunity. 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.

NO INDEMNITY OR DEFENSE

Any term or condition is void to the extent it requires Admin or the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

PAYMENT and INTEREST

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers to Admin, 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 Admin. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on the Cover Page. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

The term of this contract is not expected to exceed one fiscal year. However, should Admin and Contractor determine that it is necessary to extend the contractual requirements beyond the fiscal year, payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds, therefore. 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.

RELATIONSHIP OF THE PARTIES

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

TERM OF CONTRACT

The contract will begin on the date of award and terminate on June 30, 2024; however, prior to the expiration of the term, the contract may be extended for an additional period of time as agreed between the parties.

TERMINATION FOR CONVENIENCE

Termination. Admin may terminate this contract in whole or in part, for the convenience of the State. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. Contractor is entitled to payment from Admin for any work performed under this contract prior to the date set forth in the notice of termination. Contractor will deliver to Admin any completed work or partially completed work at the time of termination.

TIME IS OF THE ESSENCE

Section 13 of the Act provides that the final report summarizing the analysis and recommendations of the Contractor **must** be provided to select General Assembly Committee Chairs and the Governor by **April 1, 2024**, with interim reports **due** to those Committee Chairs and Governor on **October 1, 2023**, and **January 1, 2024**. Accordingly time is of the essence in the selected Contractor meeting the deadlines established by the Scope of Work included in this Request for Proposals.

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EQUAL OPPORTUNITY

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