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GRANT GILLESPIE  
EXECUTIVE DIRECTOR

## Protest Decision and Cancellation of Award Prior to Performance

**Matter of:** Call 4 Health, Inc.  
**File No.:** 2021-136  
**Posting Date:** April 6, 2021  
**Contracting Entity:** Division of Procurement Services  
**Solicitation No.:** 5400020804  
**Description:** Automated Call Services

### DIGEST

Protest challenging a Notice of Intent to Award is moot were the Notice of Intent to Award is null and void. Request to cancel an intended award prior to performance granted where Procurement Manager committed administrative error in deciding the low bidder.

### AUTHORITY

Per S.C. Code Ann. §§ 11-35-1520(7) & 4210, and Reg. 19-445.2085(C), the Chief Procurement Officer (CPO) conducted an administrative review of a protest filed by Call 4 Health, Inc. (C4H), and a request for cancellation of an intended award from the Division of Procurement Services (DPS). C4H's protest is attached as Exhibit A. DPS's request for cancellation of an intended award is attached as Exhibit B. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

By this procurement, DPS seeks to acquire mass automated call services on behalf of the South Carolina State Housing Authority (SHA). [Exhibit C]. By the date for receipt of bids, DPS received four bids. [Exhibit D] On March 22, 2021, DPS posted a Notice of Award of a contract to C4H. [Exhibit E] Later that same day, DPS posted a document purporting to cancel the award to C4H due to administrative error in deciding who the low bidder was. [Exhibit F]. Also, DPS posted a new Notice of Award of a contract to Voicecast Systems, Inc, d/b/a InTouch

Connections (InTouch). [Exhibit G] C4H timely protested the change in the award. DPS responded to the protest by requesting the CPO to cancel the original award to C4H. The basis of DPS's request is that, under a proper evaluation of the bid prices, C4H was not the low bidder.

The source selection method for this solicitation is competitive sealed bidding. Under this source selection award is based on price alone and must be made to the bidder whose bid is the lowest responsive and responsible bid. S.C. Code Ann. §11-35-1520(10)

The solicitation calls for an initial contract term of one year with four optional one-year renewal terms. The bidding schedule in the solicitation is structured as a unit price bid with seven line items. Line items two through six are for the annual maintenance fee for the first and each potential successive year of the contract. Each of these items has a quantity of one and a unit of measure of "Year." Line item seven is for initial system training for up to four people. For this line item, the quantity is one and the unit of measure is "Each."

Line item one is the line item that raises the core issues in this matter. This line item is also where the vast bulk of the cost to the State should be. The description for this item is "Auto-Dialer Messaging System." The quantity is one and the unit of measure is "System." Although "System" is vague, the CPO interprets this to be a request for the price to SHA for the system for one year. While the solicitation called for a system price, everyone, including SHA and the DPS procurement manager, seems to consider this not a request for a system price, but instead a request for a price per call. Indeed, the monthly billing requirement of the solicitation is based on the number of calls serviced for the month. Moreover, amendment 1 to the solicitation advises potential bidders that SHA averages 20,000 calls per month (240,000 per year).

All four bidders inserted a unit price per call in the cell on the bid form for inserting the unit price of line item one. In the cell for the extended price, one bidder multiplied its unit price per call times 20,000 calls. Two bidders multiplied their unit price per call times the quantity of one set forth in the bid form, and one bidder left this cell blank. It appears that for this last bidder, DPS extended their bid price by multiplying its unit price per call times a quantity of one. DPS did not modify the bid price of the bidder who extended the amount by a multiple of 20,000.

To determine the low bidder, DPS summed the extended price for each line item -- the cost for one call plus the cost for each maintenance year plus cost for the one training event to come up with a total cost to the State. This approach gave the illusion that C4H submitted the low bid and DPS proceeded to award a contract to C4H. However, this approach had the effect of trivializing the bulk of the cost to the State to almost nothing and basing the award on who submitted the lowest maintenance and training cost. The latter was insignificant when compared to the cost of 240,000 calls per year. DPS awarded a contract to C4H because it had the lowest maintenance and training cost, not because it had the lowest per call cost or lowest overall cost to the State.

When considering the per call cost along with a volume of 240,000 calls per year, C4H was clearly not the lowest bidder.

The S.C. Code Ann. § 11-35-1520(7) authorizes the cancellation of awards or contracts after award but before performance in accordance with regulations promulgated by the Board. Regulation 19-445.2085(C) authorizes cancellation of an award prior to performance reading:

After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled, **if the Chief Procurement Officer determines** in writing that:

- (1) Inadequate or ambiguous specifications were cited in the invitation;
- (2) Specifications have been revised;
- (3) The supplies, services, information technology, or construction being procured are no longer required;
- (4) The invitation did not provide for consideration of all factors of cost to the State, such as cost of transporting state furnished property to bidders' plants;
- (5) Bids received indicate that the needs of the State can be satisfied by a less expensive article differing from that on which the bids were invited;
- (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
- (7) Administrative error of the purchasing agency discovered prior to performance, or
- (8) For other reasons, cancellation is clearly in the best interest of the State.

[emphasis supplied]

While the authority to cancel awards and solicitations should be exercised carefully and sparingly, the Code and Regulations authorize the CPO to cancel an award of a contract before performance begins, when a compelling reason exists and one or more of the grounds listed in the Regulation are present. Cancellation is warranted where, as here, the award fails to consider the largest item of cost to the State. For the reasons set forth above, C4H was not the low bidder and DPS should not have awarded a contract to C4H. Therefore, it was administrative error for DPS to award a contract to C4H. Moreover, DPS discovered this error before performance by C4H.

With respect to the second Award of a contract to InTouch, that notice is likewise cancelled, as it is null and void and was so from the instant DPS issued it. The DPS procurement manager

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File No. 2021-136

April 6, 2021

lacked authority to cancel the Award and therefore lacked authority to issue the second Award. Only the CPO can cancel an award or intended award once it is posted or sent out to bidders.

### **Decision**

For the foregoing reasons, the CPO hereby cancels both the Award of a contract to C4H and the Award of a contract to InTouch and remands this matter back to the procurement manager to proceed in accordance with Code.

A handwritten signature in blue ink, reading "John St. C. White", is positioned above a horizontal line.

John St. C. White, PE

Chief Procurement Officer for Construction

Columbia, South Carolina

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised May 2020)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2020 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

---

\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

- 
1. What is your/your company's monthly income? \_\_\_\_\_
  2. What are your/your company's monthly expenses? \_\_\_\_\_
  3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

---

For official use only: \_\_\_\_\_ Fee Waived \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

**NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.**

# Exhibit A

**From:** Protest-MMO  
**To:** MMO - Procurement; Shealy, Voight; Skinner, Gail  
**Subject:** FW: [External] Call 4 Health - Protest Award  
**Date:** Tuesday, March 23, 2021 9:59:29 AM  
**Attachments:** image006.png

**From:** Bryan Weinstein <bweinstein@call4health.com>  
**Sent:** Tuesday, March 23, 2021 9:59:20 AM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Protest-MMO <Protest-MMO@mmo.sc.gov>  
**Cc:** Taylor, Stephen <staylor@mmo.sc.gov>; Scott Rostance <srostance@call4health.com>  
**Subject:** [External] Call 4 Health - Protest Award

Good Morning,

Call 4 Health would formally like to protest the award of the following solicitation.

5400020804	AUTOMATED CALL SERVICES	Materials Mgmt Ofc	Columbia, SC	03/16/2021 11:15:00 AM
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Call 4 Health was awarded this bid earlier in the day and then we were told there was an error in the calculation. After looking at the pricing for the newly awarded vendor the overall price that they are providing for this service is well below market rate. Call 4 Health's set-up is less expensive as well. Since Call 4 Health was awarded this contract in the first place I would like to protest this and offer to lower or price if you are willing to revert back to Call 4 Health being the selected vendor.

Please let me know what the next steps will be in this process.

Thank you  
Bryan



THE COMPASSIONATE CALL CENTER

Schedule time with me: <https://meetings.hubspot.com/bweinstein/c4hmeetingbw>

**Bryan Weinstein | Chief Strategy Officer (CSO) | Chief Compliance Officer**

Tel. 855-C4Health Ext. 1550 | Cell. 561-346-4848 | Email. [bweinstein@call4health.com](mailto:bweinstein@call4health.com)

2855 S. Congress Ave. | Suites A & B | Delray Beach, FL 33445 | Web. [www.call4health.com](http://www.call4health.com) |

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On Mar 22, 2021, at 4:37 PM, Taylor, Stephen <[staylor@mmo.sc.gov](mailto:staylor@mmo.sc.gov)> wrote:

**CAUTION:** This email originated from outside of Call 4 Health. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Below is the language regarding submitting a protest:

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

The link to the SC Procurement Code can be found here: <https://www.scstatehouse.gov/code/t11c035.php>

As stated earlier, there was an administrative error on calculating the lowest bid received. I apologize for any inconvenience. There is not an uniform protest form. You will need to email [Protest-MMO@mmo.sc.gov](mailto:Protest-MMO@mmo.sc.gov) if you plan on protesting the decision.

Thanks,

<image002.jpg>

**Stephen Taylor, MBA | Procurement Manager I | Education & Law Enforcement Agency Sourcing**  
**Division of Procurement Services | SC State Fiscal Accountability Authority**  
**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-2772 | [Staylor@mmo.sc.gov](mailto:Staylor@mmo.sc.gov)**

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**From:** Scott Rostance <[srostance@call4health.com](mailto:srostance@call4health.com)>

**Sent:** Tuesday, March 2, 2021 1:51 PM

**To:** Taylor, Stephen <[staylor@mmo.sc.gov](mailto:staylor@mmo.sc.gov)>

**Subject:** Re: [External] Call 4 Health

Hello Stephen-

Would you please give me a call at 803-445-5933. I have a quick question for you.

Thank you-

<image001.jpg>

Schedule time with me: <https://meetings.hubspot.com/srostance>

Scott Rostance | **Business Development Associate**

Tel. 855-C4Health Ext. 1559 | Cell. 803-445-5933 | Email. [srostance@call4health.com](mailto:srostance@call4health.com) | Web. [www.call4health.com](http://www.call4health.com) |

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On Feb 26, 2021, at 11:07 AM, Taylor, Stephen <[staylor@mmo.sc.gov](mailto:staylor@mmo.sc.gov)> wrote:

**CAUTION:** This email originated from outside of Call 4 Health. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Scott,

I just listened to your message. I would suggest contacting the SCEIS Help Desk at 803-896-0001. They will be able to walk you through any troubleshooting within the vendor portal.

Thanks,

<image002.jpg>

**Stephen Taylor, MBA | Procurement Manager I | Education & Law Enforcement Agency Sourcing**  
**Division of Procurement Services | SC State Fiscal Accountability Authority**  
**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-2772 | [Staylor@mmo.sc.gov](mailto:Staylor@mmo.sc.gov)**

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**From:** Scott Rostance <[srostance@call4health.com](mailto:srostance@call4health.com)>

**Sent:** Friday, February 26, 2021 10:53 AM

**To:** Taylor, Stephen <[staylor@mmo.sc.gov](mailto:staylor@mmo.sc.gov)>

**Subject:** Re: [External] Call 4 Health

Happy Friday Stephen-

Scott here with Call 4 Health and I appreciate you helping me and we are diligently working on getting our bid to you, ASAP. I am working through my steps to be successful and am clear that we registered with the SCEIS and our vendor # is 7000282736. But when I went to access the vendor portall could not get in. Do you know what I need to do to get access?

Thank you-

<image001.jpg>

Schedule time with me: <https://meetings.hubspot.com/srostance>

Scott Rostance | **Business Development Associate**

Tel. 855-C4Health Ext. 1559 | Cell.803-445-5933 | Email. [srostance@call4health.com](mailto:srostance@call4health.com) | Web. [www.call4health.com](http://www.call4health.com) |

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On Feb 19, 2021, at 8:27 AM, Taylor, Stephen <[staylor@mmo.sc.gov](mailto:staylor@mmo.sc.gov)> wrote:

**CAUTION:** This email originated from outside of Call 4 Health. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Scott,

You may be interested in the following Amendment 1...

Solicitation Number: 5400020804

Description: AUTOMATED CALL SERVICES

Submission Ending Date/Time: 03/04/2021 11:00:00

Solicitation -

<http://webprod.cio.sc.gov/SCSolicitationWeb/solicitationAttachment.do?solicitationnumber=5400020804>

Thanks,

<image002.jpg>

**Stephen Taylor, MBA | Procurement Manager I | Education & Law Enforcement Agency Sourcing**  
**Division of Procurement Services | SC State Fiscal Accountability Authority**  
**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-2772 | [Staylor@mmo.sc.gov](mailto:Staylor@mmo.sc.gov)**

---

**From:** Scott Rostance <[srostance@call4health.com](mailto:srostance@call4health.com)>

**Sent:** Friday, February 19, 2021 8:25 AM

**To:** Taylor, Stephen <[staylor@mmo.sc.gov](mailto:staylor@mmo.sc.gov)>

**Subject:** [External] Re: Call 4 Health

Happy Friday Stephen-

I just wanted to confirm with you that you received my last email. Please let me know if you need anything else from me.

Thanks and have a great weekend!

<image001.jpg>

Schedule time with me: <https://meetings.hubspot.com/srostance>

Scott Rostance | **Business Development Associate**

Tel. 855-C4Health Ext. 1559 | Cell.803-445-5933 | Email. [srostance@call4health.com](mailto:srostance@call4health.com) | Web. [www.call4health.com](http://www.call4health.com) |

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On Fri, Feb 12, 2021 at 1:19 PM, Scott Rostance <[srostance@call4health.com](mailto:srostance@call4health.com)> wrote:

Happy Friday Stephen-

Thank you very for speaking to me. Please add me to your list of the automation bid.

Have a great weekend!

<image001.jpg>

Schedule time with me: <https://meetings.hubspot.com/srostance>

Scott Rostance | **Business Development Associate**

Tel. 855-C4Health Ext. 1559 | Cell. 803-445-5933 | Email. [srostance@call4health.com](mailto:srostance@call4health.com) | Web. [www.call4health.com](http://www.call4health.com) |

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# Exhibit B

**From:** [Taylor, Stephen](#)  
**To:** [White, John](#)  
**Cc:** [Quiat, David](#)  
**Subject:** Solicitation 5400020804 Automated Call Service - Request for Cancellation of Award  
**Date:** Friday, March 26, 2021 10:25:39 AM  
**Importance:** High

---

Good Morning,

SFAA / SC State Housing Finance and Development Authority is requesting permission to cancel contract 4400025772 (Automated Call Services). This contract was awarded on March 22, 2021 as a result of Solicitation 5400020804. Total potential value is \$399.13. The purpose of this Invitation for Bid was to provide a mass automated call service for South Carolina State Housing Finance and Development Authority (SCSHFDA).

Per further evaluation of bid pricing and calculations, SFAA / SCSHFDA has discovered that the vendor awarded, **Call 4 Health**, was **not** the lowest responsible and responsive bidder.

SFAA / SCSHFDA Requests cancellation of the award prior to performance in accordance with Regulation 19-445.2085(C):

**Cancellation of Award Prior to Performance.**

*After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled, if the Chief Procurement Officer determines in writing that:*

*(7) Administrative error of the purchasing agency discovered prior to performance*

The Statement of Award document was to be effective on April 1, 2021.

Thanks,



**Stephen Taylor, MBA | Procurement Manager I | Education & Law Enforcement Agency Sourcing**  
**Division of Procurement Services | SC State Fiscal Accountability Authority**  
**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-2772 |**  
**[Staylor@mmo.sc.gov](mailto:Staylor@mmo.sc.gov)**

# Exhibit C

	<b>State of South Carolina</b>  Invitation For Bid	Solicitation: <b>5400020804</b> Date Issued: January 21, 2021 Procurement Officer: STEPHEN TAYLOR Phone: 803-737-2772 E-Mail Address: <a href="mailto:staylor@mmo.sc.gov">staylor@mmo.sc.gov</a> Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211
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DESCRIPTION: **Automated Call Service**

USING GOVERNMENTAL UNIT: **South Carolina State Housing Finance and Development Authority (SCSHFDA)**

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

SUBMIT OFFER BY (Opening Date/Time): **2/25/2021 @ 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **2/10/2021 @ 3:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Online Submission in SCEIS with Cover Pages 1 & 2**

CONFERENCE TYPE: <b>Non-Mandatory Pre Bid</b> DATE & TIME: <b>2/9/2021 @ 11:00 AM</b>  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: <a href="https://scsfaa.webex.com/scsfaa/j.php?MTID=m4b6a104887e5a93bbafa0dd6c83d0694">https://scsfaa.webex.com/scsfaa/j.php?MTID=m4b6a104887e5a93bbafa0dd6c83d0694</a>  Meeting number (access code): 132 990 3591 Meeting password: C9KfmGRJN22
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AWARD & AMENDMENTS	Award will be posted on <b>3/15/2021</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a> .
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

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

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

## PAGE TWO

(Return Page Two with Your Offer)

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
	E-mail Address

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

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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<b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Invitation for Bids per SC Consolidated Procurement Code Section 11-35-1524, E (3)</b>
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PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE <b>Preferences do not apply to Invitation for Bids per SC Consolidated Procurement Code Section 11-35-1524, E (3):</b>
____ In-State Office Address same as Home Office Address    ____ In-State Office Address same as Notice Address (check only one)

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## **I. SCOPE OF SOLICITATION**

The State Fiscal Accountability Authority-Office of Procurement Services (SFAA-OPS) on behalf of South Carolina State Housing Finance and Development Authority (SCSHFDA) is soliciting an Invitation for Bid for a mass automated call service.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)**

**This is a one (1) year contract with four (4) one (1) year renewal options. The maximum contract life is five (5) years.**

**Start date: 4/01/2021      End date: 3/31/2026**

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

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

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

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov). (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

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

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

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.  
[02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

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

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

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

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

To keep social distancing in compliance with the Governor's Executive Order, the SFAA encourages vendors who wish to attend the bid opening to do so by conference call. Vendors may take part by dialing:

Access Phone number: 1-800-753-1965  
Access Code: 737-1511

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

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

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

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

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

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

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

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

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

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

## **PROTESTS (MAY 2019)**

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

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

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

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

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

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

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment,

whichever is applicable. [02-2A090-1]

## QUESTIONS FROM OFFERORS (MODIFIED)

(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 the date that is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

Please address emails to [Staylor@mmo.sc.gov](mailto:Staylor@mmo.sc.gov) and put the solicitation number and name in the subject line.

## REJECTION/CANCELLATION (JAN 2004)

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

## RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

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

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

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

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

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

[02-2A105-2]

## SIGNING YOUR OFFER (JAN 2004)

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

## **STATE OFFICE CLOSINGS (JAN 2004)**

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

[02-2A120-3]

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

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov) ) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

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

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." **Paper offers are discouraged.** If you must submit a paper offer

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

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

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

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

**You must have a state vendor number to be eligible to submit an offer.** To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.html> ) [02-2A145-1]

**This process may take up to three (3) business days.**

#### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

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

Pre-Bid Conference Date and Time: **February 9, 2020 at 11:00 AM**

Location of Pre-Bid/Proposal Conference: Online via WebEx

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

**This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive as well as discussing the terms and conditions and submittal process.**

**All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.**

### ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

(b) Steps for On-Line Bidding

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

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

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

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

**Offers with a status of "saved" have not been received and cannot be considered.**

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

**If you have any questions or need help entering your bid into SCEIS, please call the SCEIS Help Desk at 803-896-0001**

### PROTEST - CPO - MMO ADDRESS (MODIFIED)

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

(a) by email to [protest-mmommo@mmo.state.sc.us](mailto:protest-mmommo@mmo.state.sc.us) ,

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

### UNIT PRICES REQUIRED (JAN 2006)

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

### III. SCOPE OF WORK/SPECIFICATIONS

Call Service System must be able to:

- Perform Call Campaigns
- Call Campaign results shall be downloadable and return at minimum in separated columns and include, but not be limited to, the following:
  - the name (loan number)
  - destination phone number
  - number of attempts
  - date of attempts
  - delivery time
  - transfer status
  - date of transfer status
  - delivery time
  - duration of call
  - results of the call
    - machine reached
    - person reached
    - invalid number
    - no answer
- Ensure dialer service can call two (2) numbers if an additional number is listed and return messages for both lines.
- Record, name and save messages until deleted by User.
- Pre-selected/general voice options where a recorded message can be typed.
- Use mass text messaging capabilities.
- Archive all reports (uploaded and downloaded) and remain accessible for a minimum of one (1) year from the saved date
- Set a certain number of calls to start within certain time intervals
- Allow a caller to choose a “press a number” function dial back number to reach and speak with a live person

Administrator(s) rights must include the following:

- Ability to add new users
- Ability to review all saved reports/files
- Ability to delete users

For Internal User(s) Contractor must:

- Ensure users have access to the website to perform the functions of uploading and downloading call campaigns
- Ensure user can upload a call log with loan numbers via comma space delimited, pipe delimited, text file, preferably using Excel.xlsx or comma space delimited format.
- Ensure user can type an automated message and choose different message styles
- Ensure user can record their own voice for a message

#### **Maintenance/Support**

Contractor must provide maintenance with initial term. Additional maintenance must be priced out on the Cost/Price table found in Section VIII.

Payment will be by invoice monthly based on the number of calls per person.

#### **Training**

Contractor must provide initial system training for up to 4 people prior to go-live.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

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

**You shall submit a signed Cover Page and Page Two.**

If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations.

You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### MINORITY PARTICIPATION (DEC 2015)

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

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

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

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (c) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (d) List of failed projects, suspensions, debarments, and significant litigation.

### SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- BIDS (JAN 2006)**

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

### **AWARD TO ONE OFFEROR (JAN 2006)**

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

### **CALCULATING THE LOW BID**

The low bid will be calculated by multiplying the unit price times the quantity for the extended price. The low bid will then be calculated by totaling the extended price of each line item together.

[06-6050-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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

### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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

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

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

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

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

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

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

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

discounts for prompt payment on individual invoices.

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

[07-7A020-1]

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

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

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

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

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

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

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

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

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

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

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

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the

address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

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

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

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

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

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the

applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

#### **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **CONFERENCE -- PRE-PERFORMANCE (JAN 2006)**

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

[07-7B040-1]

### **CONTRACT LIMITATIONS (JAN 2006)**

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

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

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

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

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

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

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

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

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

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

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

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

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

[07-7B056-2]

## **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

[07-7B060-1]

## **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

## DEFAULT (JAN 2006)

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

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

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

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

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

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

[07-7B075-1]

## **ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)**

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

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

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

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

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

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

## **PRICE ADJUSTMENTS (JAN 2006)**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

## **PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during

the initial term. Any request for a price increase must be received by the Procurement Officer at least one hundred and twenty (120) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

#### **PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B175-1]

#### **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

#### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

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

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

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

#### **TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

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

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement

Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term.  
[07-7B250-1]

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

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

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

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
- (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
- (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
  - (i) contract prices for supplies or services accepted under the contract;
  - (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
  - (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
  - (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	1	System		
Product Catg.: 91520 – Call Center Services				
Item Description: Auto-Dialer Messaging System				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	1	Year		
Product Catg.: 91520 – Call Center Services				
Item Description: Maintenance / Support Year 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	1	Year		
Product Catg.: 91520 – Call Center Services				
Item Description: Maintenance / Support Year 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	1	Year		
Product Catg.: 91520 – Call Center Services				
Item Description: Maintenance / Support Year 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	1	Year		
Product Catg.: 91520 – Call Center Services				
Item Description: Maintenance / Support Year 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	1	Year		
Product Catg.: 91520 – Call Center Services				
Item Description: Maintenance / Support Year 5				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
7	1	Each		
Product Catg.: 91520 – Call Center Services				
Item Description: Training				

## **IX. ATTACHMENTS TO SOLICITATION**

### **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>  
[09-9005-4]

## Offeror's Checklist -- Avoiding Common Bid/Proposal Mistakes

Review this checklist prior to submitting your bid/proposal.

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

- do not include any additional contract forms or agreements.
- unless expressly required, do not include any additional boilerplate contract clauses.
- reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: submitting confidential information. DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! DO NOT include a statement on the cover stating that your entire response is not to be released or is confidential.
- properly acknowledge all amendments. Instructions regarding how to acknowledge an amendment appear in all amendments issued.
- make sure your bid/proposal includes a copy of the solicitation cover pages one and two. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- make sure your bid/proposal includes the number of copies requested.
- check to ensure your bid/proposal includes everything requested.
- if you have concerns about the solicitation, do not raise those concerns in your response!
- After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process.
- Please see instructions under the heading "Submission of Questions" and any provisions regarding pre-bid/proposal conferences.

	<b>State of South Carolina</b>  <b>Amendment 1</b> (Only items highlighted or Q & A are subject to additional questions.)	Solicitation: <b>5400020804</b> Date Issued: February 18, 2021 Procurement Officer: STEPHEN TAYLOR Phone: 803-737-2772 E-Mail Address: <a href="mailto:staylor@mmo.sc.gov">staylor@mmo.sc.gov</a> Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211
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DESCRIPTION: **Automated Call Service**

USING GOVERNMENTAL UNIT: **South Carolina State Housing Finance and Development Authority (SCSHFDA)**

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

SUBMIT OFFER BY (Opening Date/Time): ~~2/25/2021~~ **3/04/2021** @ **11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~2/10/2021~~ **2/25/2021** @ **3:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Online Submission in SCEIS with Cover Pages 1 & 2**

<del>CONFERENCE TYPE: Non-Mandatory Pre Bid-</del> <del>DATE &amp; TIME: 2/9/2021 @ 11:00 AM-</del>  (As appropriate, see "Conferences—Pre Bid/Proposal" & "Site Visit" provisions)	<del>LOCATION:-</del> <a href="https://scsfaa.webex.com/scsfaa/j.php?MTID=m4b6a104887e5a93bbafa0dd6c83d0694">https://scsfaa.webex.com/scsfaa/j.php?MTID=m4b6a104887e5a93bbafa0dd6c83d0694</a>  <b>Meeting number (access code): 132 990 3591</b> <b>Meeting password: C9KfmGRJN22</b>
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AWARD & AMENDMENTS	Award will be posted on <b>3/22/2021</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a> .
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

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

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

## PAGE TWO

(Return Page Two with Your Offer)

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 _____ E-mail Address _____

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

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): <b>Preferences do not apply to Invitation for Bids per SC Consolidated Procurement Code Section 11-35-1524, E (3)</b>
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PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE <b>Preferences do not apply to Invitation for Bids per SC Consolidated Procurement Code Section 11-35-1524, E (3):</b>
_____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address (check only one)

## AMENDMENTS TO SOLICITATION (JAN 2004):

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.[02-2A005-1]

## Questions and Answers

1. What is the current price in place for each Product Category?

a. Auto-Dialer Messaging System

Agency Response: Information is not available.

b. Maintenance / Support Years 1-5

Agency Response: Information is not available.

c. Training

Agency Response: Information is not available.

2. Is live agent support required or is the business only for auto-dialer messaging?

Agency Response: The live agent is a staff member of SC Housing, not of the Contractor. After the message plays, an option is needed to press a number for a live agent. After the number is pressed it rings to a staff member.

3. If live agent support is required and are currently supporting the business, how many agents are in place today?

Agency Response: See Response for Question #2.

4. If live agent support is required, where do we enter our pricing?

Agency Response: See Response for Question #2.

5. Is there an option for bilingual messaging required?

Agency Response: Bilingual message is optional, but not required.

6. Is this work being outsourced today?

Agency Response: Yes.

7. Can you disclose who the current supplier is?

Agency Response: Onsolve fka One Call Now.

8. How many suppliers are currently servicing the contract?

Agency Response: One.

9. Can you provide us with a copy of the contract? If not, can you direct us to a copy of where we can locate the contract?

Agency Response: No.

10. What was the length of last contract?

Agency Response: The contract has been in place for multiple years.

11. Can you provide average monthly volumes, handle times and service levels for each of the contact types listed?

Agency Response: The average monthly call volume is about 20,000 calls a month.

12. Can you provide historical daily call volumes by intervals?

Agency Response: This information is not available.

13. Can you provide historical call volumes for an indicative week and seasonal fluctuations?

Agency Response: This information is not available.

14. What are the hours of operation required?

Agency Response: Normal business hours: 8:30-5:00pm ET M-F, but the call system must be available until 7:00 pm ET.

15. How long is the new hire training?

Agency Response: N/A

16. After new hire training, is there a period of nesting where the agents are taking calls in a classroom environment? If so, for how long?

Agency Response: See response to Question #2.

17. Are there expected ongoing training requirements? If so, please define.

Agency Response: No, however training should be available upon SC Housing's request.

18. Are dedicated trainers and/or training managers required?

Agency Response: No.

19. What is the expected Average Handle Time for calls?

Agency Response: Refer to response from Question #2.

20. Can you provide more detail around your Quality Assurance expectations?

Agency Response: We expect the product to make the contacts as outlined and deliver a report of the results. If any issues arise, Contractor must provide a remedy.

21. If live agent support is required, what communication channels do we need to provide? Voice, Chat, Email, Other?

Agency Response: See response for Question #2.

22. Please provide an outline of the evaluation criteria and weighting

Agency Response: Refer to Page 17 of Solicitation Award Criteria – Bids.

23. Will preference be given to South Carolina businesses?

Agency Response: Refer to Page 2 of the Cover page. Preferences do not apply.

24. Whether companies from Outside USA can apply for this?  
(like, from India or Canada)

Agency Response: No.

25. Whether we need to come over there for meetings?

Agency Response: Yes, unless a WebEx is setup.

26. Can we perform the tasks (related to RFP) outside USA?  
(like, from India or Canada)

Agency Response: No.

27. Can we submit the proposals via email?

Agency Response: No.

28. In reviewing the Solicitation # 5400020804, there is great detail regarding Dialer Service and Call Campaign Dialer functionality. Is the Dialer the only focus for this Solicitation, or is it part of a larger Contact Center (CCaaS) Technology requirements needed?

Agency Response: The dialer functionality is main focus for this Solicitation.

29. Do you know how many calls per month are expected?

Agency Response: See response to Question #11

30. What is the anticipated volume of phone calls?

Agency Response: See response to Question #11

31. What is the anticipated volume of Text messages?

Agency Response: We want the text message to be available for future use. Phone calls are the primary

source of contact at this time.

32. Do you want the Text messages to be one-way or two-way?

Agency Response: See response to Question #31.

33. What specifically do you need for maintenance as per page 14 Section III Scope of Work Maintenance/Support?

Agency Response: Any cost for using the software, insurance that all software running the program remains updated without cost to the agency.

34. What type of training is being requested for the initial system as per page 14 Section III Scope of Work, i.e. in-person, remote, or on-demand?

Agency Response: Due to COVID-19, remote training is required. However, training may be on-demand as well.

35. Will the agency needs grow beyond giving access to 4 people and if so will there be flexibility in the contract to allow licenses for more than 4 people?

Agency Response: Yes.

36. Do you require a predictive dialer system? (A predictive dialer is a system which allows the end user to upload a file of numbers by which the user is able to expedite calls from a call cue. It is a self-managed platform which allows for increased end-user productivity. The agency would be making the calls using this platform.)

Agency Response: A predictive dialer system is allowed.

37. Will the agency need or perceive a need to have a call management system by which calls will be made and answered on your behalf?

Agency Response: No.

38. Will the agency need a self-managed texting platform managed by the agency or would the agency require the texting to be managed for you?

Agency Response: See response to Question #31.

39. Please advice the structure of the monthly payments. Are you looking to be billed for calls being made on your behalf, or are you looking for a monthly billing model for the calling platform?

Agency Response: Monthly billing should be net 30 based on the number of calls the dialer service made on behalf of the SC Housing.

40. What are the monthly or yearly expected volumes?

Agency Response: See response to Question #11.

41. How many people are serviced (how many people would receive messages)?

Agency Response: This number varies on a monthly basis from 500 to 1200 people.

42. You want to send both phone calls and text correct?

Agency Response: Yes, see response to Question #31.

43. Are you going to need your own short code?

Agency Response: No.

44. Would you be interested, in the future, in surveys?

Agency Response: Yes.

45. If you cannot provide volumes, can you provide anything that would in determining what we would provide you cost wise?

Agency Response: See response to Question #11.

# Exhibit D

	RFx Number	5400020804							
			INTOUCH CONNECTIONS		SINGO SOLUTION INC		CALL 4 HEALTH		DIRAD TECHNOLOGIES INC
			5500073686		5500073748		5500073861		5500073858
	Header Data								
	Status		Submitted		Submitted		Submitted		Submitted
	Version Number	2	2		2		2		2
	Net value		500.08 USD		7,100.05 USD		399.13 USD		10,000.00 USD
	Currency		USD		USD		USD		USD
	2. The offer is in accordance with the terms and conditions of this solicitation.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.
	The bidder has read and understands all Amendments.		Yes		Yes		Yes		Yes
	1. The Submitter has read and understands the terms and conditions of this solicitation.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.
	1 Auto-Dialer Messaging System								
	1 Net price	1 EA	0.08 USD		0.05 USD		0.13 USD		10,000.00 USD
	1 Unit of Measurement		EA		EA		EA		EA
	1 Price Unit		1		1		1		1
	1 Product ID								
	1 Quantity	1 EA	1 EA		1 EA		1 EA		1 EA
	1 Net value		0.08 USD		0.05 USD		0.13 USD		10,000.00 USD
	1 Acceptance Status								
	2 Maintenance / Support Year 1								
	2 Net price	1 YR	500 USD		1,800.00 USD		0 USD		0 USD
	2 Unit of Measurement		YR		YR		YR		YR
	2 Price Unit		1		1		1		1
	2 Product ID								
	2 Quantity	1 JHR	1 YR		1 YR		1 YR		1 YR
	2 Net value		500 USD		1,800.00 USD		0 USD		0 USD
	2 Acceptance Status								
	3 Maintenance / Support Year 2								
	3 Net price	1 YR	0 USD		1,200.00 USD		0 USD		0 USD
	3 Unit of Measurement		YR		YR		YR		YR
	3 Price Unit		1		1		1		1
	3 Product ID								
	3 Quantity	1 JHR	1 YR		1 YR		1 YR		1 YR
	3 Net value		0 USD		1,200.00 USD		0 USD		0 USD
	3 Acceptance Status								
	4 Maintenance / Support Year 3								
	4 Net price	1 YR	0 USD		1,200.00 USD		0 USD		0 USD

[illegible]

# Exhibit E

STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES, MMO  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

**Statement of Award**  
Posting Date: March 22, 2021

**Solicitation:** 5400020804  
**Description:** AUTOMATED CALL SERVICES  
**Agency:** Housing, Finance & Development Authority

The State awards the contract(s) noted below. This document is the final Statement of Award, effective **8:00 AM EST, April 1, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

**Contract Number:** 4400025772  
**Awarded To:** CALL 4 HEALTH (7000282736)  
2855 S CONGRESS AVENUE  
DELRAY BEACH FL 33445

**Total Potential Value:** \$ 399.13  
**Maximum Contract Period:** April 01, 2021 through March 31, 2026

Item	Description	Unit Price	Total
00001	Auto-Dialer Messaging System	\$ 0.13	\$ 0.13
00002	Maintenance / Support Year 1	\$ 0.00	\$ 0.00
00003	Maintenance / Support Year 2	\$ 0.00	\$ 0.00
00004	Maintenance / Support Year 3	\$ 0.00	\$ 0.00
00005	Maintenance / Support Year 4	\$ 0.00	\$ 0.00
000006	Maintenance / Support Year 5	\$ 0.00	\$ 0.00
00007	Training	\$ 399.00	\$ 399.00

**Procurement Officer**  
STEPHEN TAYLOR

# Exhibit F

STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES, MMO  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

## Statement of Award

Posting Date: March 22, 2021

### **CANCELLED (3/22/2021)**

The notification of contract award is hereby cancelled due to an error in calculation of lowest responsive and responsible bidder. Contract Number 4400025772 to Call 4 Health is cancelled due to the discovery of an administrative error in determining the lowest responsive and responsible bidder under Regulation 19-445.2095(C) which states:

#### C. Cancellation Of Award Prior To Performance.

After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled, if the Chief Procurement Officer determines in writing that:

(7) Administrative error of the purchasing agency discovered prior to performance,

**Solicitation: 5400020804**

**Description: AUTOMATED CALL SERVICES**

**Agency: Housing, Finance & Development Authority**

The State awards the contract(s) noted below. This document is the final Statement of Award, effective **8:00 AM EST, April 1, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

**Contract Number: 4400025772**

**Awarded To:** CALL 4 HEALTH (7000282736)  
2855 S CONGRESS AVENUE  
DELRAY BEACH FL 33445

**Total Potential Value:** \$ 399.13

**Maximum Contract Period:** April 01, 2021 through March 31, 2026

Item	Description	Unit Price	Total
00001	Auto-Dialer Messaging System	\$ 0.13	\$ 0.13
00002	Maintenance / Support Year 1	\$ 0.00	\$ 0.00
00003	Maintenance / Support Year 2	\$ 0.00	\$ 0.00
00004	Maintenance / Support Year 3	\$ 0.00	\$ 0.00
00005	Maintenance / Support Year 4	\$ 0.00	\$ 0.00
000006	Maintenance / Support Year 5	\$ 0.00	\$ 0.00
00007	Training	\$ 399.00	\$ 399.00

**Procurement Officer**  
STEPHEN TAYLOR

## Written Determination

**Solicitation No.:** 5400020804

**Description:** Automated Call Service

The South Carolina State Fiscal Accountability Authority issued Solicitation 5400020804 on January 21, 2021. Amendment 1 was issued on February 18, 2021. Within Amendment 1, the following question and answer was posted:

“11. Can you provide average monthly volumes, handle times and service levels for each of the contact types listed?”

**Agency Response:** The average monthly call volume is about 20,000 calls a month.”

Bids were opened on March 4, 2021 at 11:00 AM EST. A total of four bids were received online in SCEIS with the following net value price:

**InTouch Connections:** \$500.08 USD

**Singo Solution Inc:** \$7,100.05 USD

**Call 4 Health:** \$399.13 USD

**Dirad Technologies:** \$10,000 USD

A Statement of Award was created on March 22, 2021 for **Call 4 Health** under contract number 4400025772 for \$399.13 as the vendor had the lowest net value price, effective **8:00 AM EST on April 1, 2021.**

Upon further evaluation, the \$0.13 per call for Line Item 1 on Call 4 Health’s pricing proposal was not multiplied by the monthly call volume of 20,000 calls given by SC Housing, Finance, & Development Authority in Amendment 1. After calculating each bidders’ Line Item 1 price per call from each bidding schedule the following results were found:

		# of Calls	1,200,000			
Vendors	Call 4 Health	Dirad	InTouch Connectons	Singo Solutions*		
Price Per Call	\$ 0.13	\$ 0.50	\$ 0.08	\$ 0.05		
Total - 5 Years	\$ 156,000.00	\$ 600,000.00	\$ 96,000.00	\$ 60,000.00		
Maintenance Year 1	\$ -	\$ -	\$ 500.00	\$ 1,800.00		
Maintenance Year 2	\$ -	\$ -	\$ -	\$ 1,200.00		
Maintenance Year 3	\$ -	\$ -	\$ -	\$ 1,200.00		
Maintenance Year 4	\$ -	\$ -	\$ -	\$ 1,200.00		
Maintenance Year 5	\$ -	\$ -	\$ -	\$ 1,200.00		
Training	\$ 399.00	\$ -	\$ -	\$ 300.00		
<b>Total Contract Price</b>	<b>\$ 156,399.00</b>	<b>\$ 600,000.00</b>	<b>\$ 96,500.00</b>	<b>\$ 66,900.00</b>		
* Singo Solutions modified Bidding Schedule with additional line items and deemed non responsive						
		Average Monthly Call Volume	20000			
		Call per Year	240000			
		Calls * 5 Years	1200000			

\*Singo Solutions modified their bidding schedule and was therefore deemed non responsive.\*

The number of calls monthly (20,000) multiplied by 12 months will equal 240,000 calls per year. With this being a 5-year contract, the total number of calls will be a volume of 1,200,000 calls expected.

Contract 4400025772 to Call 4 Health will need to be cancelled due to an error in calculation of lowest responsive and responsible bidder.

Regulation 19-445.2095(C) applies to this determination. Regulation 19-445.2095(C) allows that an award or notification of intent to award may be cancelled prior to performance:

#### C. Cancellation Of Award Prior To Performance.

After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled, if the Chief Procurement Officer determines in writing that:

(7) Administrative error of the purchasing agency discovered prior to performance,

The lowest price calculated from responsive and responsible bidders belonged to **InTouch Connections** at a price of \$96,500 (\$0.08 price per call) over the 5-year period. The total cost of ownership will be the lowest when awarded to **InTouch Connections**. There would be a discrepancy of \$59,899 throughout the 5-year lifespan of the contract if **Call 4 Health** remains the contract holder. The award will need to be cancelled to **Call 4 Health**, and be made to the lowest responsive and responsible bidder, **InTouch Connections**.

# Exhibit G

STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES, MMO  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

**Statement of Award**  
Posting Date: March 22, 2021

**Solicitation:** 5400020804  
**Description:** AUTOMATED CALL SERVICES  
**Agency:** Housing, Finance & Development Authority

The State awards the contract(s) noted below. This document is the final Statement of Award, effective 8:00 AM EST, **April 1, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

**OFFERS FOR ITEMS, Line Item 1 \$0.05 per call Line Item 2 \$1,800 Line Item 3 \$1,200 Line Item 4 \$1,200 Line Item 5 \$1,200 Line Item 6 \$1,200 Line Item 7 \$300 , AT PRICES LOWER THAN THAT OF AWARD ARE NON-RESPONSIVE AS THEY DID NOT MEET THE SOLICITATION REQUIREMENTS.**

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

**Contract Number:** 4400025780  
**Awarded To:** INTOUCH CONNECTIONS (7000244632)  
730 W. RANDOLPH, STE. 400  
CHICAGO IL 60661

**Total Potential Value:** \$ 96,500.00  
**Maximum Contract Period:** April 01, 2021 through March 31, 2026

Item	Description	Unit Price	Total
00001	Auto-Dialer Messaging System	\$ 0.08	\$ 96,000.00
00002	Maintenance / Support Year 1	\$ 500.00	\$ 500.00
00003	Maintenance / Support Year 2	\$ 0.00	\$ 0.00
00004	Maintenance / Support Year 3	\$ 0.00	\$ 0.00
00005	Maintenance / Support Year 4	\$ 0.00	\$ 0.00
00006	Maintenance / Support Year 5	\$ 0.00	\$ 0.00

00007 Training

\$ 0.00

\$ 0.00

**Procurement Officer**  
STEPHEN TAYLOR