

HENRY MCMASTER, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



THE DIVISION OF PROCUREMENT SERVICES

DELBERT H. SINGLETON, JR.
DIVISION DIRECTOR
(803) 734-8018

JOHN ST. C. WHITE
MATERIALS MANAGEMENT OFFICER
(803) 737-0600
FAX: (803) 737-0639

HARVEY S. PEELER, JR.
CHAIRMAN, SENATE FINANCE COMMITTEE

J. GARY SIMRILL
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE
EXECUTIVE DIRECTOR

Protest Decision

Matter of: Atlantic Trading Company

File No.: 2022-135

Posting Date: July 22, 2022

Contracting Entity: Department Health and Environmental Control

Solicitation No.: N/A

Description: Emergency Procurement of OTC COVID-19 Antigen Test Kits

DIGEST

Protest of award of an emergency contract on grounds that protestant was low bidder denied where protestant was not low bidder.

AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer (CPO) conducted an administrative review of a protest filed by Atlantic Trading Company (Atlantic). Atlantic's protest is attached as Exhibit A.¹ Purposes of this decision, the CPO liberally construes Atlantic's protest to state a single ground of protest: that it was the low bidder, and the contract should have been awarded to it. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

Emergency Solicitation Issued:	01/14/2022
Bids Received	01/18/2022
Notice of Emergency Contract Award Posted	05/24/2022

¹ Atlantic filed an intent to protest which provided sufficient information for the CPO to construe it as providing an actual ground of protest. However, Atlantic subsequently responded to an email from the CPO with a statement of why it never filed a formal protest. [See Exhibit I] The context of that email exchange makes it difficult for the CPO to know whether Atlantic actually intended to follow through with a formal protest. Nonetheless, the CPO treats Atlantic's notice of intent to protest as actually setting forth a protest.

Intent to Protest/Protest Received

05/25/2022

The South Carolina Department of Health and Environmental Control (DHEC) issued an emergency solicitation for OTC COVID-19 Antigen Test Kits on January 14, 2022. [Exhibit B] The solicitation stated:

Kits/Tests are potentially needed in the following quantities:

- 250,000 Kits of 2 tests (500,000 tests total)
- 500,000 Kits of 2 tests (1,000,000 tests total)

Delivery was required “no later than Friday, February 4, 2022.” [Id.] Bids were to be submitted by email no later than 5 PM on January 18, 2022, and bid pricing was to be per kit and per test. [Id.] By the time for receipt of bids, DHEC received a bid from Atlantic Trading Company (Atlantic) for one million tests at \$7.49 per test plus \$55,000 for shipping. [Exhibit C]. This results in a per test bid price of \$7.545. Atlantic also conditioned their delivery to 18 days after receipt of order. [Id.] This meant that if DHEC placed an order on January 18, 2022, delivery was guaranteed no earlier than Saturday February 5, 2022, the day after DHEC’s desired deadline for delivery stated in the solicitation.

DHEC also received a bid from Phoenix Contracting. Phoenix provided a price of \$15.00 per kit, which works out to \$7.50 per test. [Exhibit D] Phoenix’s price included shipping. Moreover, Phoenix bid stated that Phoenix could deliver before February 4, 2022.

The following day, DHEC issued a Purchase Order to Phoenix for 987,000 test kits (1,974,000 tests) at \$15 per kit. However, the purchase order included shipping in the amount of \$29,700. [Exhibit E] The total value of the purchase order before state sales tax was \$14,834,700 for a per test price of \$7.515, \$0.03 per test cheaper than Atlantic’s price. Per Tripp Clark, the Procurement Director for DHEC, Phoenix delivered the kits covered by this order on January 26, 2022.

On January 27, 2002, DHEC issued a purchase order to Phoenix for an additional 800,000 test kits (1,600,000 tests) for a total price with shipping of \$12,012,475. [Exhibit F] This price equates to a per test price of less than \$7.51. Subsequently, DHEC added 12,370 kits to this order for a delivered price of \$185,550 which equates to a per test cost of \$7.50. [Exhibit G] Therefore, the total amount under this second purchase order was 812,370 kits for a delivered price of \$12,198,025 sans sales tax.

DHEC did not publish notice of its emergency award to Phoenix in SCBO until May 24, 2022. [Exhibit H] The SCBO advertisement appears to indicate that DHEC paid Phoenix a price for each kit well above Atlantic’s bid price. In the advertisement, DHEC published the amount expended for the first purchase order as \$16,021,476, not \$14,834,700. For the second purchase order, DHEC published the amount expended as \$13,173,867, not \$12,198,025 and erroneously states that DHEC only acquired 800,000 kits per this order. As noted above the price in purchase order two for the first 800,000 kits was \$12,012,475. How does one explain the discrepancies between the numbers shown in the SCBO advertisement and the amounts on the purchase orders? First, the advertisement includes in the total amount paid 8% South Carolina state and local sales tax paid to the South Carolina Department Revenue. Second, the amount

shown in the advertisement as expended for purchase order two is the amount DHEC expended for the 812,370 kits actually ordered, not 800,00.

DISCUSSION

While Atlantic does not challenge DHEC's determination to conduct this procurement as an emergency procurement, it is helpful to look at what an emergency procurement is in order to analyze this protest. Emergency procurements are covered by S.C. Code Ann. §11-35-1570 which states:

(A) Notwithstanding any other provision of this code, the chief procurement officer, the head of a purchasing agency, or a designee of either officer may award or authorize others to award emergency contracts only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions as defined in regulations promulgated by the board; and provided, that such emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

(B) When a contract entered pursuant to subsection (A) has a total or potential value in excess of fifty thousand dollars, notice of the award must be posted in South Carolina Business Opportunities (SCBO) as soon as practicable thereafter. The posted notice must contain a statement of the right to protest under Section 11-35-4210(1).

This provision calls for two determinations, the second must be in writing but the first need not be. The first is always made before making an emergency procurement and involves the initial determination that an emergency situation exist and how much competition is practicable under the circumstances. The solicitation involved here was issued pursuant such a determination. The second determination is not only required to be in writing but is also required to include the basis for "selection of the **particular contractor.**" [emphasis supplied] This means that at the time the second determination is made, the agency has already selected the contractor and contract award is complete. DHEC prepared the written determinations for the first and second purchase order on January 25 and March 16, 2022, respectively.² [Exhibit I]

This provision also requires that notice of the award be posted in SCBO as soon as practical with a statement of right to protest. DHEC did not post the notices for these two purchase orders until May 24, 2022, four months after DHEC issued the purchase orders. However, whether the delay was justified or not, it did not harm Atlantic.³ Any right to protest an emergency award accrues on the date notice of award is posted in SCBO. True, by the time the notice was posted, Phoenix's performance was complete. However, even if DHEC supplied notice of the award on the day DHEC issued a purchase order a protest would not have delayed or prevented performance by Phoenix. The protest of an award (emergency or otherwise) does not stay the state and its vendor from proceeding with performance of the contract. The

² These are the dates the documents were signed rather than the dates at the beginning of the documents.

³ During the course of the COVID-19 pandemic response, the State found it necessary to make large numbers of emergency procurements. There were so many in fact that some time would pass before procurement officers had time to stop their emergency response activities and advertise their emergency procurements. Also, because of the large number of such procurements, it became common to aggregate them into one advertisement as happened here. [See Exhibit H]

only stays that the Procurement Code imposes as a result of a protest is a stay of proceeding further with either the solicitation or the award. S.C. Code Ann. §11-35-4210(7). As a result, a protest of an Intent to Award results in an automatic stay on “proceeding further with the ... award” because award of the contract is not complete. In the case of an emergency, there is not an Intent to Award but an Award. The formation of a contract is complete at the point of award. Therefore, whether notice had been posted in January or May the remedy for Atlantic would have been the same, damages such as bid preparation costs.⁴

Using emergency procedures, DHEC sought competitive bids on a very shortened timeframe using informal bid procedures. The solicitation provided that “[p]urchasing decisions will be made based on need, pricing, availability, and turnaround time.” Here, Phoenix provided a lower price and faster delivery time than Atlantic.

By email dated June 10, 2022, Atlantic asked the CPO, “Might you please explain why the awardee was awarded effectively 4x the bid amount and why a second award was made to the same awardee without any bid?” [Exhibit J] While this request was well past the deadline for protesting the emergency award, it would fail even if it timely stated a ground of protest.

Atlantic’s statement, “4x the bid amount” can be interpreted two ways: 1) four times the price Phoenix bid for each kit or 2) four times as many kits as DHEC asked for in its solicitation. The facts do not support the first possible interpretation. The language may support the second interpretation if one takes “effectively 4x” as hyperbole.

As discussed above, the price DHEC actually paid Phoenix for each kit was lower than the price bid by Atlantic and only exceeded the per kit bid amount by a small fraction due to what appears to be administrative error by DHEC in adding an additional shipping charge to the purchase orders. Any overpayment is a matter for resolution between DHEC and Phoenix per the terms and conditions of the contract with Phoenix, not through a protest.

As to the second possibility, the emergency solicitation stated DHEC would “potentially” need 750,000 kits. DHEC procured 1,799,370 kits from Phoenix, 2.4 times the amount stated in the solicitation. While the solicitation language was indefinite, it does seem to suggest a maximum of 750,000 kits rather than a minimum. However, precision in an emergency solicitation such as this cannot be expected. The fact is that under the fluid circumstances of the time, DHEC did not know how many kits it would actually end up needing. DHEC’s use of 750,000 kits was an estimate. Indeed, the solicitation stated “[p]urchasing decisions will be based on need...” In other words, if need exceeded 750,000 kits, DHEC could purchase more than 750,000 kits. Moreover, this was an emergency situation during a time when test kits were in high demand throughout the nation. In an emergency situation, the agency must determine how much competition is practical under the circumstances. It was reasonable for DHEC to determine that it had just completed an emergency solicitation and received competitive pricing which was sufficient to warrant purchasing 1,049,370 additional available kits from the low bidder based on that competition without further competition and delay. The Procurement Code requires in such

⁴ Atlantic did not make a claim for damages.

Protest Decision, page 5

File No. 2022-135

July 22, 2022

situations that the agency subsequently publish notice that it has made an emergency procurement in SCBO. DHEC did that here.

DECISION

Based on the foregoing, the CPOC denies Atlantic's protest.



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.

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: [Atlantic Trading Company](#)
To: [Protest-MMO](#)
Subject: [External] Notice of Intent Bid Protest
Date: Wednesday, May 25, 2022 11:58:59 AM

Good Morning,

This email serves of Notice of Intent that Atlantic Trading intends to submit a protest.

Atlantic Trading submitted a quote on January 14 for At-home Rapid Tests Kits.

With the recent purchasing publish by SCBO on the Tests Kits, we have been made aware that the price paid was higher than our quoted price.

<https://scbo.sc.gov/files/scbo/DHEC%20Emergencies%20over%2050k-supplement.pdf>

Why does the State's justification incorrectly state that the bid by Phoenix Contracting was the lowest bid?

Best,
Trent M. Todd

Atlantic Trading Company
5900 Balcones Drive, STE 4031
Austin, TX 78731
Tel: +1 (512) 280-9157
Fax: +1 (866) 645-4389
Direct Line: +1 (573) 239-7088

Sent with [Proton Mail](#) secure email.

Exhibit B

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Intent To Sole Source

Ad Start Date: January 14, 2022

Title: OTC COVID-19 Antigen Test Kits

Purchasing Agent/Entity: Department of Health & Environmental Control

Bid/Submittal Due Date: January 18, 2022 - 5:00pm

Description:

In accordance with the S.C. Consolidated Procurement Code, §11-35-1570, and Regulation 19-445.2110(F), and to rapidly supplement testing resources across South Carolina, SCDHEC is seeking pricing information for over the counter (OTC) COVID-19 antigen test kits. Details are found at the link provided. Offers should be submitted by 5:00 PM EST on Tuesday, January 18, 2022.

Solicitation #: n/a

Direct Inquiries To: ACC-Procurement@dhec.sc.gov

Buyer Phone#:

Buyer Email: ACC-Procurement@dhec.sc.gov

Full Details / Download: <https://scdhec.gov/index.php/about-dhec/dhec-procurement-services>

South Carolina Business Opportunities • Scott Hawkins11111, Editor • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0686 • scbo@mmo.sc.gov • <https://procurement.sc.gov>



In accordance with the S.C. Consolidated Procurement Code, §11-35-1570, and Regulation 19-445.2110(F), and to rapidly supplement testing resources across South Carolina, SCDHEC is seeking pricing information for over the counter (OTC) COVID-19 antigen test kits.

Antigen tests must meet the following requirements:

- test must be FDA authorized or approved for non-prescription home use with self-collected (unobserved) direct anterior nasal (nares) swab samples from individuals aged 14 years or older or adult collected anterior nasal swab samples from individuals aged 2 years or older
- test must not require a cell phone app to complete
- test must deliver results in 15 minutes or less
- test must detect the antigen proteins from all major known COVID-19 variants of concern
- test can be used for single or series testing

Kits/Tests are potentially needed in the following quantities:

- 250,000 Kits of 2 tests (500,000 tests total)
- 500,000 Kits of 2 tests (1,000,000 tests total)

Payment will be made after items have been received (net 30 days terms). SCDHEC cannot offer up-front deposits.

Vendors must be registered with the South Carolina Procurement System in SCEIS (<https://webprod.cio.sc.gov/SCVendorWeb/mainNewFrame.do>) prior to submitting an offer. SCEIS vendor number must be provided.

Offers should be submitted to ACC-Procurement@dhec.sc.gov by 5:00 PM EST on Tuesday, January 18, 2022. Offers will only be considered if they contain the following information:

- Description, including brand name and product name
- Copy of or link to the EUA for the test kit
- Pricing per kit and per test for:
 - 250,000 Kits of 2 tests (500,000 tests total)
 - 500,000 Kits of 2 tests (1,000,000 tests total)
 - Vendors may respond to one or both quantities
- Quantity of kits/tests in-stock and available for delivery to Columbia, SC no later than Friday, February 4, 2022
- Anticipated delivery date(s) of remaining proposed kit quantities (must be not later than February 18)
- Estimated shipping charges
- SCEIS Vendor number
- Remittance address

Purchasing decisions will be made based on need, pricing, availability, and turnaround time.



ATLANTIC TRADING COMPANY

Address: 5900 Balcones Drive STE 4031, Austin, TX 78731, United States
Tel: +1 (512)208-9157 Fax: +1 (866)645-4389 Direct Line: +1 (573)239-7088

Exhibit C

QUOTATION

To: SCDHEC

Date: January 17, 2022

Attn:

QUOTE #: ATL-SC-011

Line Item	Item Name	Requested Amount	Unit	Unit Price (USD)	Bulk Discount	Terms	Delivery Schedule
1	iHealth COVID-19 Antigen Rapid Test (OTC)	1,000,000	Test	7.49		Net30	18 Days ARO
2	Shipping	1		55,000		Net30	

Exhibit D



ABOUT

Phoenix Contracting LLC® is a small business that was formed in 2018 with a focus on disaster relief services, logistic coordination, commodity procurement, and equipment management for the Federal Government & Commercial Sector. With a team of industry leaders with over 30+ years combined of experience Phoenix ensures both high quality and low cost. We have provided services for virtually every sector of the federal government including all branches of the Armed Forces, DHS, VA, and GSA.

CORE COMPETENCIES

- Disaster response services
- Disaster product procurement
- Disaster logistics support
- Mobile housing Solutions
- Mobile office solutions
- Medical product procurement
- PPE procurement
- Trailer Manufacturing

POINT OF CONTACT

Asad Yusupov

Managing Partner

asad@phxcontracting.com

813-895-1216



NAICS

332994 - Small Arms, Ordnance, and Ordnance Accessories Manufacturing

333120 - Construction Machinery Manufacturing

336212 - Truck Trailer Manufacturing

532412 - Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing

532490 - Other Commercial and Industrial Machinery and Equipment Rental and Leasing

541611 - Administrative Management and General Management Consulting Services

561730 - Landscaping Services

721110 - Hotels (except Casino Hotels) and Motels

722320 - Caterers

811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance

336211 - Motor Vehicle Body Manufacturing

PAST PERFORMANCE

FY18: Hurricane Maria, Hurricane Irma, Hurricane Michael, DHS Del Rio, DHS Nogales

FY19: Hurricane Dorian, VA/DHS/Armed Forces

FY20: COVID RELIEF EFFORTS - FEMA/VA/DOJ

FY21: COVID RELIEF EFFORTS - FEMA/VA/DOJ



PHOENIX CONTRACTING PROPOSAL

COVID RAPID TESTS



Phoenix Contracting will provide tests to meet the specs below;

Antigen tests must meet the following requirements:

- test must be FDA authorized or approved for non-prescription home use with self-collected (unobserved) direct anterior nasal (nares) swab samples from individuals aged 14 years or older or adult collected anterior nasal swab samples from individuals aged 2 years or older
- test must not require a cell phone app to complete
- test must deliver results in 15 minutes or less
- test must detect the antigen proteins from all major known COVID-19 variants of concern
- test can be used for single or series testing

FDA EUA IHEALTH covid rapid tests in the amounts requested.

Pricing per kit and per test for:

- o 250,000 Kits of 2 tests (500,000 tests total)
- o 500,000 Kits of 2 tests (1,000,000 tests total)

\$7.50 per test of (1)

\$15.00 per kit of (2)

500,000 TESTS TOTAL - \$3,750,000 FOB DESTINATION

1,000,000 TESTS TOTAL - \$7,500,000 FOB DESTINATION

WE HAVE ALL OF THESE TESTS IN STOCK NOW READY TO SHIP IMMEDIATELY. WE CAN HAVE THEM ALL DELIVERED WELL BEFORE FEBRUARY 4TH 2022 TO COLUMBIA SC.

THESE PRICES INCLUDE ALL SHIPPING CHARGES. FOB DESTINATION.

We have a SCEIS login but can not locate the Vendor number on our profile. Our account should be active to do business with the state.

Office Address

Phoenix Contracting LLC

9915 Smarty Jones Dr

Ruskin, FL 33573

Please do not hesitate to call us with any questions.

Asad Yusupov- 813-895-1216 / Asad@phxcontracting.com

Josh Parsittie- 330-749-5383 / Josh@phxcontracting.com

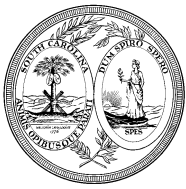
Luis Carpio – 813-459-7646 / Luis@phxcontracting.com

PURCHASE ORDER

Exhibit E

Page 1 of 2

SC Dpt of Health & Environmental Control



Purchasing Office

DHEC - PROCUREMENT SERVICES
Attn: Procurement Services Division
301 GERVAIS STREET
COLUMBIA SC 29201-3073
Phone:(803) 898-3501
Fax: (803) 898-3505

Invoice To:

DHEC - ACCOUNTS PAYABLE
COLUMBIA MILLS BUILDING
301 GERVAIS STREET
COLUMBIA SC 29201

Purchase Order: 4600868317 Date Issued: 01/19/2022 PO Number must appear on all Invoices and Delivery Slips.	Payment Terms: within 30 Days 0.000 Percent Discount.
Vendor: 7000309203 PHEONIX CONTRACTING IRS MISMATCH 9915 SMARTY JONES DR RUSKIN FL 33573 USA	Deliver To: The State of South Carolina DHEC - Columbia Mills Mailroom 301 Gervais Street COLUMBIA SC 29201-3073 USA

INSTRUCTIONS TO VENDOR

Procurement Officer: Tripp Clark, (803) 898-3485, clarkhc@dhec.sc.gov
Program Area Contact: Sam Christmus, (803) 898-0717,
christsw@dhec.sc.gov

Contract to provide 987,000 iHealth COVID-19 Antigen Test kits (2 tests per kit, total of 1,974,000 tests) @ \$15 per kit (\$7.50/test).

Pricing and availability established via email from Asad Yusupov on 1/19/2022. (813) 895-1216, asad@phxcontracting.com

IMPORTANT! Do NOT deliver to the address at the top of the page.

Deliver to:
630 Taylor Street
Columbia, SC 29201
(Please call before delivery)

Delivery to be made in 3 equal shipments of 2 trucks each (329,000 kits each) as follows:

First shipment on January 27 or 28
Second shipment on February 10 or 11
Third Shipment on February 24 or 25

All test kits must have an expiration date no sooner than 12/31/2022.

Invoicing may be submitted electronically to ACC-Testing@dhec.sc.gov

Invoice must include:

- Name and Address of vendor;
- Purchase Order Number;
- Number of Tests kits;

-Total amount of invoice.

Vendor may invoice immediately after delivery of each shipment for that shipment only. Payment terms are net 30 days after receipt of product and invoice.

Total value of the purchase order not to exceed \$14,834,700 (plus applicable S.C. sales tax) without prior written authorization from DHEC's Division of Procurement Services.

Item No	QTY	Order UOM	Description	Unit Price	Amount
001	987,000.00	EA	iHealth COVID-19 2/Pk Rapid Antigen Test Delivery Date:02/25/2022 2 tests per kit	15.0000	14,805,000.00
Subtotal:					14,805,000.00
002	6.00	EA	Shipping, price per truckload. Delivery Date:02/25/2022	4,950.0000	29,700.00
Subtotal:					29,700.00
Total Value:					14,834,700.00 USD

Created By: HENRY CLARK

Authorized Signature

If received electronically, printed name represents authorized signature for this document

All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.

SOUTH CAROLINA PURCHASE ORDER CLAUSE SET {DEC. 2015}

AGREEMENT means any transaction or agreement arising out of, relating to, or contemplated by the relationship of which this purchase order forms a part. The terms and conditions of this document (including the attached purchase order) shall apply notwithstanding any additional or different terms and conditions in any invoice or other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice, confirmation, or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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 restricts transfers by operation of law.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. The UN Convention on the International Sale of Goods shall not apply to this agreement.

CONTRACTOR: means the business entering the contract of which this purchase order forms a part.

CONTRACTOR PERSONNEL: You shall enforce strict discipline and good order among your employees and other persons carrying out the Work. You shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S USE OF STATE PROPERTY: Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by you. You shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the Work.

CONTRACTOR'S OBLIGATION - GENERAL: You 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. You must act as the prime contractor and assume full responsibility for any subcontractor's performance. You 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.

DELIVERY/PERFORMANCE LOCATION: F.O.B. Destination. Destination is the shipping dock of the State's designated receiving site, or other location, as specified herein. All services shall be provided at the location specified herein.

DISPUTES: (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. (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 addressed to Contractor at the address provided on the last invoice received by State from Contractor 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.

DRUG FREE WORK PLACE CERTIFICATION: You certify that you 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.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By accepting this purchase order, 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. 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.

~~**IRAN DIVESTMENT ACT - CERTIFICATION:** (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at www.procurement.sc.gov (-) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By accepting this purchase order, you certify that, as of the date you accept, you are not on the then current version of the Iran Divestment Act List.~~

ETHICS CERTIFICATE: By accepting this purchase order, you certify that you have and will comply with, and have 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 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.

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL

(NOV 2011): Without limitation, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS: You are 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 of South Carolina, county, city or other government entity or unit to accomplish the Work.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in the purchase order, all equipment, material, and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended.

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.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the State pursuant to this Agreement shall belong exclusively to the State.

PAYMENT & INTEREST: (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. (b) Unless otherwise agreed, payment will be made by check mailed to the address appearing on the purchase order form. (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.

PROCUREMENT OFFICER means the person executing this purchase order or the State's procurement director.

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.

STATE means the governmental unit identified in the purchase order.

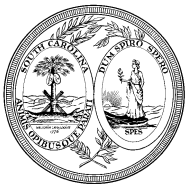
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

YOU and YOUR means Contractor.

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

[07-07C010-3]

PURCHASE ORDER **Exhibit F**



SC Dpt of Health & Environmental Control

Purchasing Office

DHEC - PROCUREMENT SERVICES
Attn: Procurement Services Division
301 GERVAIS STREET
COLUMBIA SC 29201-3073
Phone:(803) 898-3501
Fax: (803) 898-3505

Invoice To:

DHEC - ACCOUNTS PAYABLE
COLUMBIA MILLS BUILDING
301 GERVAIS STREET
COLUMBIA SC 29201

Purchase Order: 4600869396 Date Issued: 01/27/2022 PO Number must appear on all Invoices and Delivery Slips.	Payment Terms: within 30 Days 0.000 Percent Discount.
Vendor: 7000309203 PHEONIX CONTRACTING 9915 SMARTY JONES DR RUSKIN FL 33573 USA	Deliver To: The State of South Carolina DHEC - Columbia Mills Mailroom 301 Gervais Street COLUMBIA SC 29201-3073 USA

INSTRUCTIONS TO VENDOR

Procurement Officer: Tripp Clark, (803) 898-3485, clarkhc@dhec.sc.gov

Program Area Contact: Sam Christmus, (803) 898-0717,
christsw@dhec.sc.gov

Delivery Contact: Jamie Blair, (803) 898-1746 / (803) 587-0399,
blairjd@dhec.sc.gov

Contract to provide 800,000 iHealth COVID-19 Antigen Test kits (2 tests per kit, total of 1,600,000 tests) @ \$15 per kit (\$7.50/test). Pricing and availability established via emails from Asad Yusupov on 1/26/2022 and 1/27/2022. (813) 895-1216, asad@phxcontracting.com

IMPORTANT! Do NOT deliver to the address at the top of the page.

Deliver to:

630 Taylor Street

Columbia, SC 29201

(Please call before delivery)

Delivery to be made in 2 or 3 shipments as follows:

First shipment on February 2 or 3

Second shipment on February 10 or 11

Third Shipment (if necessary) on February 24 or 25.

All product to be delivered by not later than 2/25/2022.

All test kits must have an expiration date no sooner than 6/30/2022.

Invoicing may be submitted electronically to ACC-Testing@dhec.sc.gov

Invoice must include:

-Name and Address of vendor;

-Purchase Order Number;

- Number of Tests kits;
- Total amount of invoice.

Vendor may invoice immediately after delivery of each shipment for that shipment only. Payment terms are net 30 days after receipt of product and invoice.

Total value of the purchase order not to exceed \$12,012,475 (plus applicable S.C. sales tax) without prior written authorization from DHEC's Division of Procurement Services.

Item No	QTY	Order UOM	Description	Unit Price	Amount
001	800,000.00	EA	iHealth COVID-19 2/Pk Rapid Antigen Test Delivery Date:02/25/2022	15.0000	12,000,000.00
Subtotal:					12,000,000.00
002	5.00	EA	Shipping, up to 5 Truckloads @ \$2,495/Ea Delivery Date:02/25/2022	2,495.0000	12,475.00
Subtotal:					12,475.00
Total Value:					12,012,475.00 USD

Created By: HENRY CLARK

Authorized Signature

If received electronically, printed name represents authorized signature for this document

All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.

SOUTH CAROLINA PURCHASE ORDER CLAUSE SET {DEC. 2015}

AGREEMENT means any transaction or agreement arising out of, relating to, or contemplated by the relationship of which this purchase order forms a part. The terms and conditions of this document (including the attached purchase order) shall apply notwithstanding any additional or different terms and conditions in any invoice or other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice, confirmation, or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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 restricts transfers by operation of law.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. The UN Convention on the International Sale of Goods shall not apply to this agreement.

CONTRACTOR: means the business entering the contract of which this purchase order forms a part.

CONTRACTOR PERSONNEL: You shall enforce strict discipline and good order among your employees and other persons carrying out the Work. You shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S USE OF STATE PROPERTY: Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by you. You shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the Work.

CONTRACTOR'S OBLIGATION - GENERAL: You 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. You must act as the prime contractor and assume full responsibility for any subcontractor's performance. You 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.

DELIVERY/PERFORMANCE LOCATION: F.O.B. Destination. Destination is the shipping dock of the State's designated receiving site, or other location, as specified herein. All services shall be provided at the location specified herein.

DISPUTES: (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. (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 addressed to Contractor at the address provided on the last invoice received by State from Contractor 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.

DRUG FREE WORK PLACE CERTIFICATION: You certify that you 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.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By accepting this purchase order, 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. 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.

~~**IRAN DIVESTMENT ACT - CERTIFICATION:** (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at www.procurement.sc.gov (-) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By accepting this purchase order, you certify that, as of the date you accept, you are not on the then current version of the Iran Divestment Act List.~~

ETHICS CERTIFICATE: By accepting this purchase order, you certify that you have and will comply with, and have 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 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.

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL

(NOV 2011): Without limitation, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS: You are 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 of South Carolina, county, city or other government entity or unit to accomplish the Work.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in the purchase order, all equipment, material, and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended.

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.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the State pursuant to this Agreement shall belong exclusively to the State.

PAYMENT & INTEREST: (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. (b) Unless otherwise agreed, payment will be made by check mailed to the address appearing on the purchase order form. (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.

PROCUREMENT OFFICER means the person executing this purchase order or the State's procurement director.

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.

STATE means the governmental unit identified in the purchase order.

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 therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

YOU and YOUR means Contractor.

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

[07-07C010-3]

Exhibit G

PO 4600869396

	QNTY	AMOUNT
INV 1306	154,260	\$2,316,395.00
INV 1313	645,740	\$9,696,080.00
INV 1314	12,370	\$185,550.00
	812,370	\$12,198,025.00
TAX 8%		\$975,842.00
Total		\$13,173,867.00

PO 4600868317

	QNTY	AMOUNT
INV 1305	393,120	\$5,906,700.00
INV 1312	146,400	\$2,200,950.00
INV 1287	377,820	\$5,677,200.00
INV 1298	68,040	\$1,025,550.00
INV 1303	1,620	\$24,300.00
	987,000	\$14,834,700.00
TAX 8%		\$1,186,776.00
Total		\$16,021,476.00



PURCHASE ORDER

SC Dpt of Health & Environmental Control

Purchasing Office
DHEC - PROCUREMENT SERVICES
Attn: Procurement Services Division
301 GERVAIS STREET
COLUMBIA SC 29201-3073
Phone: (803) 898-3501
Fax: (803) 898-3505

Invoice To:
DHEC - ACCOUNTS PAYABLE
COLUMBIA MILLS BUILDING
301 GERVAIS STREET
COLUMBIA SC 29201

<p>Purchase Order: 4600869396 Date Issued: 01/27/2022 PO Number must appear on all Invoices and Delivery Slips.</p>	<p>Payment Terms: within 30 Days 0.000 Percent Discount.</p>
<p>Vendor: 7000309203 PHEONIX CONTRACTING 9915 SMARTY JONES DR RUSKIN FL 33573 USA</p>	<p>Deliver To: The State of South Carolina DHEC - Columbia Mills Mailroom 301 Gervais Street COLUMBIA SC 29201-3073 USA</p>

INSTRUCTIONS TO VENDOR

Modification 2, 2/22/2022: Quantity of kits in increased from by 12,370 from 800,000 to 812,370. This increase in quantity results in a \$185,550 increase to line 1 of the PO from \$12,000,000 to \$12,185,550. There is no increase to shipping. The total value of the PO amount not to exceed is now increased to \$12,198,025.

Modification 1, 2/8/2022: In consideration of payment delays by the State, delivery of the second and third shipments may be delayed by up to two weeks and still be considered on-time. Once payment for the first shipment is released by the State to the contractor and cleared, the second shipment will be sent to be received within not more than five days and the final shipment will be delivered not more than 2 weeks later.

Procurement Officer: Tripp Clark, (803) 898-3485, clarkhc@dhec.sc.gov
Program Area Contact: Sam Christmus, (803) 898-0717, christsw@dhec.sc.gov
Delivery Contact: Jamie Blair, (803) 898-1746 / (803) 587-0399, blairjd@dhec.sc.gov

Contract to provide 800,000 iHealth COVID-19 Antigen Test kits (2 tests per kit, total of 1,600,000 tests) @ \$15 per kit (\$7.50/test). Pricing and availability established via emails from Asad Yusupov on 1/26/2022 and 1/27/2022. (813) 895-1216, asad@phxcontracting.com

IMPORTANT! Do NOT deliver to the address at the top of the page.

Deliver to:
630 Taylor Street
Columbia, SC 29201

(Please call before delivery)

Delivery to be made in 2 or 3 shipments as follows:

First shipment on February 2 or 3

Second shipment on February 10 or 11

Third Shipment (if necessary) on February 24 or 25.

All product to be delivered by not later than 2/25/2022.

All test kits must have an expiration date no sooner than 6/30/2022.

Invoicing may be submitted electronically to ACC-Testing@dhec.sc.gov

Invoice must include:

-Name and Address of vendor;

-Purchase Order Number;

-Number of Tests kits;

-Total amount of invoice.

Vendor may invoice immediately after delivery of each shipment for that shipment only. Payment terms are net 30 days after receipt of product and invoice.

Total value of the purchase order not to exceed \$12,012,475 (plus applicable S.C. sales tax) without prior written authorization from DHEC's Division of Procurement Services.

Item No	QTY	Order UOM	Description	Unit Price	Amount
001	812,370.00	EA	Health COVID-19 2/Pk Rapid Antigen Test Delivery Date:02/25/2022	15.0000	12,185,550.00
Subtotal:					12,185,550.00
002	5.00	EA	Shipping, up to 5 Truckloads @ \$2,495/Ea Delivery Date:02/25/2022	2,495.0000	12,475.00
Subtotal:					12,475.00
Total Value:					12,198,025.00 USD

Created By: HENRY CLARK

Authorized Signature

If received electronically, printed name represents authorized signature for this document

All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.

SC DHEC COVID-19 Emergency Purchases Exceeding or Likely to Exceed \$50,000 in Value (as of 24-May-2022)

Exhibit H

The amount expended for POs not yet expired and fully invoiced may increase beyond the amount listed.

Date of Purchase	PO # or PCard	Vendor	Description	Date Range of Service	Amount Expended	Competition Obtained / Reason for Vendor Selection
9/4/2020	4600791573	Genetworx	Turn-key COVID-19 testing at various locations around the state	9/4/2020 - 11/30/2021	\$35,850,900.00	Advertised in SCBO and solicited competition with Emergency RFP SCDHEC-TKC-8/20/20 (inadvertently omitted from December 2021 SCBO ad)
9/1/2021	4600849633	MAKO MEDICAL LABORATORIES LLC	COVID-19 Testing in SC Schools	9/1/2021 - 2/28/2023	\$1,748,509.00	Advertised in SCBO and solicited with solicitation 5400021576. Emergency PO issued prior to final award to allow services to proceed while a Protest was resolved.
9/2/2021	4600850000	CDR HEALTH CARE INC	Turnkey Mobile Vaccination Services	9/3/2021 - 8/31/2022	\$1,898,352.00	Advertised in SCBO and solicited with solicitation 5400021476.
9/2/2021	4600850001	IMPACT HEALTH	Turnkey Mobile Vaccination Services	9/3/2021 - 8/31/2022	\$1,963,550.00	Advertised in SCBO and solicited with solicitation 5400021476.
9/2/2021	4600850002	LTS	Turnkey Mobile Vaccination Services	9/3/2021 - 8/31/2022	\$170,644.00	Advertised in SCBO and solicited with solicitation 5400021476.
9/2/2021	4600850004	SNAP NURSE	Turnkey Mobile Vaccination Services	9/3/2021 - 8/31/2022	\$2,560,430.00	Advertised in SCBO and solicited with solicitation 5400021476.
10/8/2021	4600855453	RAINBOW INTERNATIONAL OF COLUMBIA	Clean & disinfect rooms after isolation housing of indigent clients with COVID-19	10/9/2021 - 3/15/2022	\$80,272.59	Previous contractor for services during COVID response offering the best rate for the services required.
12/31/2021	4600865988	GENETWORX	AccessBio OnGo COVID-19 2/pack (50,000 kits)		\$1,800,000.00	Test kits were extremely scarce at time of purchase. Vendor had availability and fair and reasonable pricing.
1/1/2022	4600865997	MAKO MEDICAL LABORATORIES LLC	COVID-19 TESTING SERVICES	1/1/2022 - 3/31/2022	\$1,139,528.00	Advertised in SCBO and solicited with solicitation 5400021811.
1/2/2022	4600865998	LUXOR SCIENTIFIC LLC	COVID-19 TESTING SERVICES	1/2/2022 - 3/31/2022	\$116,400.00	Advertised in SCBO and solicited with solicitation 5400021811.
1/5/2022	4600866239	PRECISION MOLECULAR SOLUTIONS LLC	COVID-19 TESTING SERVICES	1/5/2022 - 3/31/2022	\$105,980.00	Advertised in SCBO and solicited with solicitation 5400021811.
1/5/2022	4600866275	NEPHRON SC INC	Celltrion POC Rapid Antigen Test (998,400 tests)		\$6,456,456.01	Test kits were extremely scarce at time of purchase. Vendor had availability and fair and reasonable pricing.
1/12/2022	4600867270	GENETWORX	AccessBio OnGo COVID-19 2/pack (25,000 kits)		\$900,000.00	Test kits were extremely scarce at time of purchase. Vendor had availability and fair and reasonable pricing.
1/19/2022	4600868129	CLINICAL REFERENCE LABORATORY, INC	Saliva PCR Collection/Transport Kit	1/19/2022 - 12/31/2022	\$0.00	Advertised in SCBO and solicited competition with Emergency RFP SCDHEC-TKC-9/22/20
1/19/2022	4600868317	PHEONIX CONTRACTING	987,000 iHealth COVID-19 Antigen Test kits (2 tests per kit)		\$16,021,476.00	Test kits were extremely scarce at time of purchase. SCBO notice published January 14. Vendor offered best pricing of those available to ship immediately.
1/27/2022	4600869396	PHEONIX CONTRACTING	800,000 iHealth COVID-19 Antigen Test kits (2 tests per kit)		\$13,173,867.00	Test kits were extremely scarce at time of purchase. SCBO notice published January 14. Vendor offered best pricing of those available to ship immediately.
1/28/2022	4600869605	MAKO MEDICAL LABORATORIES LLC	LAB PROCESSING OF COVID SAMPLES	2/1/2022 - 6/30/2022	\$0.00	Vendor was awarded contracts competitively for school and community COVID testing. Lab processing is a related service.

Supplement to previous list published in SCBO December 2021

SC DHEC COVID-19 Emergency Purchases Exceeding or Likely to Exceed \$50,000 in Value (as of 24-May-2022)

The amount expended for POs not yet expired and fully invoiced may increase beyond the amount listed.

Date of Purchase	PO # or PCard	Vendor	Description	Date Range of Service	Amount Expended	Competition Obtained / Reason for Vendor Selection
2/3/2022	4600870505	HOLIDAY INN EXPRESS & SUITES	Lodging for DHEC NCS Clients	2/3/2022 - 12/31/2022	\$18,499.85	Dozens of properties contacted. No other facility available in the area that met requirements and would agree to provide service.
2/17/2022	4600872589	SNAPMEDTECH, INC.	COVID-19 TESTING	2/18/2022 - 6/30/2022	\$0.00	Existing contractor for vaccination services. Negotiated pricing below rates for similar services by leveraging existing infrastructure.
2/22/2022	4600873030	CONCORDANCE HEALTHCARE SOLUTIONS	iHealth COVID-19 2/Pk Rapid Antigen Test (393,120 tests)		\$2,794,752.00	Test kits were extremely scarce at time of purchase. Vendor had availability and fair and reasonable pricing.

Exhibit I



**BUREAU OF
BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES
301 Gervais Street
Columbia, SC 29201-3073
Telephone (803) 898-3501 Fax (803) 898-3505**

January 19, 2022

PROCUREMENT OFFICER: Tripp Clark

PO #: 4600868317
PO DATE: 01/25/2022
COST LESS TAX: \$14,834,700.00
COMMODITY CODE: 193.40

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 11-35-1570 of the South Carolina Procurement Code and 19-445.2110 of the Rules and Regulations.

The Department of Health and Environmental Control proposes to procure: COVID-19 at home test kits

as an emergency procurement from: PHEONIX CONTRACTING
9915 SMARTY JONES DR
RUSKIN, FL 33573

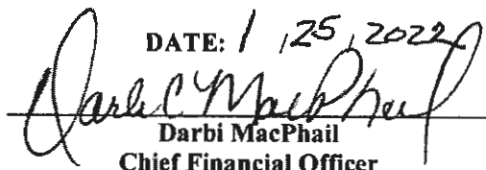
The basis for this emergency is: The COVID-19 pandemic is the most significant public health threat in the past century. Widespread testing, available free to the residents of South Carolina, is critical to managing and combating the disease. The Governor-declared State of Emergency related to the pandemic ended on June 7, 2021, however emergency conditions still exist, and we remain under a Federal State of Emergency.

The event or condition creating the emergency: DHEC's state public health laboratory has capacity to process 2,200 COVID-19 tests per day. When statewide testing exceeds this volume, overflow must be done by third-party labs to ensure required rapid resulting and reporting. We have multiple contracts in place from solicited contracts for third-party testing. The emergence of the highly transmissible Omicron variant coinciding with the Christmas and New Year's Day holidays caused a tremendous increase in testing demand in South Carolina and nationwide. This caused long lines and delays at test sites and delays in getting results of those tests. On December 31, Governor McMaster's office contacted DHEC leadership instructing DHEC to take any possible steps available to increase testing capacity in the State. DHEC is taking steps not just to increase community turn-key testing, but also at-home testing and point of care testing.

The basis for selection of this particular vendor is: There has been and remains much publicized worldwide demand and, in turn, shortage of at-home and point of care test kits. With this scarcity, and the directive to increase testing amid the tremendous spike in cases, very few vendors have available test kits, in quantity. On January 14, a SCBO notice was posted requesting pricing and details from any registered vendor able to offer at least 500,000 test kits immediately or very quickly. Of the responding vendors, Pheonix offered the best pricing of those with immediate availability to ship.

Documentation of solicitations for competition: See above and details in the file.

S.C. Department of Health & Environmental Control

DATE: 1/25/2022

Darbi MacPhail
Chief Financial Officer



**BUREAU OF
BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES
301 Gervais Street
Columbia, SC 29201-3073
Telephone (803) 898-3501 Fax (803) 898-3505**

March 15, 2022

PROCUREMENT OFFICER: Tripp Clark 

PO #: 4600869396
PO DATE: 01/27/2022
COST LESS TAX: \$12,012,475.00
COMMODITY CODE: 193.40

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 11-35-1570 of the South Carolina Procurement Code and 19-445.2110 of the Rules and Regulations.

The Department of Health and Environmental Control proposes to procure: COVID-19 at home test kits

as an emergency procurement from: PHEONIX CONTRACTING
9915 SMARTY JONES DR
RUSKIN, FL 33573

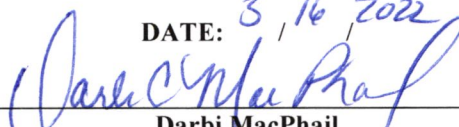
The basis for this emergency is: The COVID-19 pandemic is the most significant public health threat in the past century. Widespread testing, available free to the residents of South Carolina, is critical to managing and combating the disease. The Governor-declared State of Emergency related to the pandemic ended on June 7, 2021, however emergency conditions still exist, and we remain under a Federal State of Emergency.

The event or condition creating the emergency: DHEC’s state public health laboratory has capacity to process 2,200 COVID-19 tests per day. When statewide testing exceeds this volume, overflow must be done by third-party labs to ensure required rapid resulting and reporting. We have multiple contracts in place from solicited contracts for third-party testing. The emergence of the highly transmissible Omicron variant coinciding with the Christmas and New Year’s Day holidays caused a tremendous increase in testing demand in South Carolina and nationwide. This caused long lines and delays at test sites and delays in getting results of those tests. On December 31, Governor McMaster’s office contacted DHEC leadership instructing DHEC to take any possible steps available to increase testing capacity in the State. DHEC is taking steps not just to increase community turn-key testing, but also at-home testing and point of care testing.

The basis for selection of this particular vendor is: There has been and remains much publicized worldwide demand and, in turn, shortage of at-home and point of care test kits. With this scarcity, and the directive to increase testing amid the tremendous spike in cases, very few vendors have available test kits, in quantity. On January 14, a SCBO notice was posted requesting pricing and details from any registered vendor able to offer at least 500,000 test kits immediately or very quickly. Of the responding vendors, Pheonix offered the best pricing of those with immediate availability to ship.

Documentation of solicitations for competition: See above and details in the file for this PO and the file for PO 4600868317.

S.C. Department of Health & Environmental Control

DATE: 3, 16, 2022


Darbi MacPhail
Chief Financial Officer

Exhibit J

From: [Atlantic Trading Company](#)
To: [Spicer, Michael](#)
Cc: [Grier, Manton](#); [White, John](#); [Craig, Kimber](#); [Clark, Tripp](#)
Subject: Re: FW: [External] Notice of Intent Bid Protest
Date: Friday, June 10, 2022 10:19:08 AM

Hi Michael,

A formal protest was not submitted because significant time has passed since award and the fact that SCDH waited until May 24th to post results, when the award was made in January 2022.

While the information is helpful it does not explain why the awardee was first awarded an amount double the bid amount on 1/19/22 then again on 1/27/22, effectively 4x the amount requested in the initial bid stated.

Atlantic could have easily fulfilled the second order as certified WBE (at the time, Atlantic was delivering to the DoD for President Biden's 500 million test kit initiative with a Jan. 21 order delivery date and our next shipment came soon after so we could have easily delivered before Feb. 4, 2022). Atlantic also emailed ACC procurement on Jan. 19 and was given the below response. Also the 18 days given on the quote was counting from the quote date, which would have put any delivery before Feb. 4th.

" Our plan is to make any awards by the end of this week.

Thanks,

Meredith Murphy"

The above statement was obviously misleading as an award was made this very same day.

Might you please help explain why the awardee was awarded effectively 4x the bid amount and why a second award was made to the same awardee without any bid?

Best,

Trent M. Todd

Atlantic Trading Company
5900 Balcones Drive, STE 4031
Austin, TX 78731
Tel: +1 (512) 280-9157
Fax: +1 (866) 645-4389
Direct Line: +1 (573) 239-7088

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Friday, June 10th, 2022 at 7:14 AM, Spicer, Michael <mspicer@mmo.sc.gov> wrote:

Mr. Todd,

I am the Chief Procurement Officer assigned to review your protest. I have received the following response from the agency to your inquiry. Please let me

know if this satisfies your concern.

Thank you.



Michael B. Spicer | Information Technology Management Officer

Division of Procurement Services | SC State Fiscal Accountability Authority

1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 896-5225 | mspicer@mmo.sc.gov

From: Clark, Tripp <clarkhc@dhec.sc.gov>
Sent: Thursday, June 9, 2022 5:36 PM
To: Spicer, Michael <mspicer@mmo.sc.gov>
Cc: Grier, Manton <mgrier@ogc.sc.gov>; White, John <jswhite@mmo.sc.gov>;
Craig, Kimber <kcraig@mmo.sc.gov>
Subject: Re: [External] Notice of Intent Bid Protest

Mr. Spicer,

On Tuesday, May 24, in compliance with the public notice requirements in Section §11-35-1570, we posted a SCBO ad which provided notice of several Emergency Procurements that had a value or anticipated value in excess of \$50,000, all related to DHEC's response to the COVID-19 pandemic.

§11-35-4210(1)(c) provides that a bidder or other named party who is aggrieved by the award of a qualifying Emergency Purchase must inform the chief procurement officer (CPO) of their intent to protest within 5 business days of the public notice, and has up to 15 calendar days from the original posting date to perfect their protest and provide the CPO with their formal Protest.

One day after our public notice in SCBO, Mr. Trent Todd of Atlantic Trading Company ("Atlantic") did properly submit to the CPO a notice of intent to protest DHEC's award and purchase of at-home rapid antigen COVID test kits from Phoenix Contracting. In his email to the CPO, Mr. Todd states, "we have been

made aware that the price paid was higher than our quoted price. . . Why does the State's justification incorrectly state that the bid by Phoenix Contracting was the lowest bid?"

As of midnight last night, June 8, the 15 calendar day window for Atlantic to submit their perfected complete Protest has expired. Having received nothing beyond the Intent email, I am responding to the question raised therein.

§11-35-1570(A) provides that Emergency procurements may be made "when there exists an immediate threat to public health" . . . and "that such emergency procurements shall be made with as much competition as is practical under the circumstances."

At the time of this purchase, January 2022, the emergence of a new and more transmissible COVID variant was causing tremendous backlogs at COVID testing community sites and in labs that were processing results, leading to unacceptable delays. On December 31, 2021, SC Governor Henry McMaster's office contacted DHEC leadership and instructed DHEC to take any possible steps available to increase testing capacity in the State. After efforts to increase capacity at existing sites proved to be of very limited success, on or near January 12, DHEC leadership requested that DHEC Procurement staff to purchase a million at-home antigen test kits for distribution to the public and to be sure that they were received as quickly as possible. At the time, at home antigen test kits were in high demand globally and supply constraints were such that many vendors did not have them available for immediate delivery.

On January 14, 2022, notice of an emergency request for price quotes was published in SCBO, with a link to a one page solicitation. Both the SCBO ad and the one page solicitation are attached to this email. The solicitation included several things that are relevant to the question raised in Atlantic's intent to protest. Specifically:

- "Quantity of kits/tests in-stock and available for delivery to Columbia, SC no later than February 4, 2022"
- "Purchasing decisions will be made based on need, pricing, availability, and turnaround time."

Pricing was due from interested vendors by not later than 5:00 PM ET on Tuesday, January 18. In addition to the SCBO ad, notice was emailed to current testing vendor and vendors that had contacted DHEC offering test kits in the then recent past.

We received 24 responses from vendors, more than satisfying, I believe, the "competition as is practical under the circumstances" requirement in the law.

Atlantic's bid price was \$7.49 per test for a 1,000,000 quantity order, plus \$55,000 for shipping. Their delivery was listed in their quote as 18 days ARO. Even if a PO could have been issued the following day (which would have been impossible because Atlantic was not a registered vendor with the State and did not obtain a SC vendor number until January 20), 18 days ARO would have put delivery after February 4, and delivery by February 4 was a requirement in the solicitation.

Phoenix Contracting, the awarded vendor, offered pricing of \$7.50 per test, with immediate availability to ship. The PO was issued to Phoenix on January 19 and product was delivered on January 26.

It is also important to point out that our May 24 SCBO ad does not say, as Atlantic alleges, that "the bid by Phoenix Contracting was the lowest bid." Rather, it says, "Vendor offered best pricing of those available to ship immediately." As stated in the solicitation, turnaround time, and delivery not later than February 4, 2022, were critical factors in our decision.

Attached to this email are scanned documents in support of the above explanation:

1. SCBO ad from January 14, 2022
2. one-page solicitation of pricing
3. signed Emergency Justification
4. SCBO ad from May 24, 2022
5. two-page list of Emergency Procurements over \$50,000 linked to the May 24 SCBO ad
6. Atlantic's quotation
7. Phoenix's quotation ("proposal")

I hope that this provides adequate information to address Atlantic's questions about this award.

Tripp Clark
Procurement Director
Bureau of Business Management
S.C. Dept. of Health & Environmental Control
Office: (803) 898-3485
Mobile: (803) 465-3636

Fax: (803) 898-3505
Connect: www.scdhec.gov [Facebook](#) [Twitter](#)



From: Spicer, Michael <mspicer@mmo.sc.gov>
Sent: Tuesday, May 31, 2022 8:30 AM
To: Clark, Tripp <clarkhc@dhec.sc.gov>
Cc: Grier, Manton <mgrier@ogc.sc.gov>; White, John <jswhite@mmo.sc.gov>;
Craig, Kimber <kcraig@mmo.sc.gov>
Subject: FW: [External] Notice of Intent Bid Protest

*** Caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. ***

Please see the intent to protest below and proceed in accordance with the Code.



Michael B. Spicer | Information Technology Management Officer

Division of Procurement Services | SC State Fiscal Accountability Authority

1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 896-5225 | mspicer@mmo.sc.gov

From: Atlantic Trading Company <Trent@Atl-Trading.com>
Sent: Wednesday, May 25, 2022 11:59 AM
To: Protest-MMO <protest-mmo@mmo.state.sc.us>
Subject: [External] Notice of Intent Bid Protest

Good Morning,

This email serves of Notice of Intent that Atlantic Trading intends to submit a protest.

Atlantic Trading submitted a quote on January 14 for At-home Rapid Tests Kits.

With the recent purchasing publish by SCBO on the Tests Kits, we have been made aware that the price paid was higher than our quoted price.

<https://scbo.sc.gov/files/scbo/DHEC%20Emergencies%20over%2050k-supplement.pdf>

Why does the State's justification incorrectly state that the bid by Phoenix Contracting was the lowest bid?

Best,

Trent M. Todd

Atlantic Trading Company

5900 Balcones Drive, STE 4031

Austin, TX 78731

Tel: +1 (512) 280-9157

Fax: +1 (866) 645-4389

Direct Line: +1 (573) 239-7088

Sent with [Proton Mail](#) secure email.