

	State of South Carolina Fixed Price Bid	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	54000XXXXX XX/XX/XXXX XXX-XXX-XXXX SCDSS Contract and Procurement 1535 Confederate Avenue Columbia SC 29201

DESCRIPTION: **Supervised Independent Living (SIL)**

USING GOVERNMENTAL UNIT: **Department of Social Services**

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

SUBMIT OFFER BY (Opening Date/Time): **XX/XX/XXXX 2:00PM ET** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **XX/XX/XXXX 5:00PM ET** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: 1 original and 1 Redacted copy

Initial here if no redacted copy is necessary: _____

CONFERENCE TYPE: Virtual – Non-Mandatory Pre-Bid DATE & TIME: XX/XX/XXXX 10:00AM ET (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)		LOCATION: Microsoft Teams Contact: _____@ dss.sc.gov by March XX , 2026 to be added to the attendee list.
AWARD & AMENDMENTS	Award will be posted on XX/XX/XXXX . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.procurement.sc.gov	
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 www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)		STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

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

___ Sole Proprietorship ___ Partnership ___ Other _____

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

COVER PAGE - ON-LINE ONLY (MAR. 2015)

PAGE TWO

(Return Page Two with Your Offer)

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

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

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

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

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

PREFERENCES – A NOTICE TO VENDORS (SEP. 2009) Preferences do not apply. See SC Consolidated Procurement Code Reference 11-35-1524 (E) (2)

TABLE OF CONTENTS

1. SCOPE OF SOLICITATION.....	9
1.1 ACQUIRE SERVICES (JAN 2006)	9
1.2 BACKGROUND	9
1.3 MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)	10
2. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS	11
2.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)	11
2.2 ADDITIONAL DEFINITIONS, CAPITALIZATION, AND HEADINGS	12
2.3 AMENDMENTS TO SOLICITATION (JAN 2004).....	14
2.4 AUTHORIZED AGENT (FEB 2015).....	14
2.5 AWARD NOTIFICATION (MAR 2024)	14
2.6 BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)	15
2.7 BID ACCEPTANCE PERIOD (JAN 2004)	15
2.8 BID IN ENGLISH and DOLLARS (JAN 2004)	15
2.9 AUTHORITY AS PROCUREMENT AGENT (DEC 2015)	15
2.10 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024):.....	15
2.11 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004).....	16
2.12 CODE OF LAWS AVAILABLE (JAN 2006).....	17
2.13 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)	17
2.14 DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)	18
2.15 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)	18
2.16 DUTY TO INQUIRE (FEB 2015)	18
2.17 ETHICS CERTIFICATE (MAY 2008).....	18
2.18 OMIT TAXES FROM PRICE (JAN 2004)	18
2.19 PRICING (MAR 2024).....	19
2.20 OPEN TRADE REPRESENTATION (JUN 2015)	19
2.21 PROTESTS (MODIFIED).....	19
2.22 PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015).....	19
2.23 PUBLIC OPENING (JAN 2004)	20
2.24 QUESTIONS FROM OFFERORS (MODIFIED).....	20
2.25 REJECTION/CANCELLATION (JAN 2004)	20
2.26 RESPONSIVENESS (MAR 2024).....	20
2.27 SIGNING YOUR OFFER (JAN 2004)	20
2.28 STATE OFFICE CLOSINGS (JAN 2004).....	21
2.29 DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)	21
2.30 SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)	22
2.31 VENDOR REGISTRATION MANDATORY (MAR 2024).....	22

2.32	WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	22
2.	INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS	23
2.33	BID SAMPLES OR DESCRIPTIVE LITERATURE (MAR 2024)	23
2.34	CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)	23
2.35	CONFIRMATION OF BID	23
2.36	ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)	23
2.37	ON-LINE BIDDING INSTRUCTIONS (MODIFIED)	24
2.38	PROTEST - CPO - MMO ADDRESS (MAR 2024)	24
2.39	RESPONSIVENESS -- CORRECTION OF NON-CONFORMITY (MAR 2024)	24
2.40	UNIT PRICES REQUIRED (JAN 2006)	24
3.	SCOPE OF WORK/SPECIFICATIONS	25
3.1	Eligibility Specifications	25
3.2	Admission Process	25
3.3	SIL Supervision	26
3.4	SIL Setting - Apartment	28
3.5	SIL Service Components	29
3.6	Financial Reporting Requirements	32
4.	INFORMATION FOR OFFERORS TO SUBMIT	34
4.1	INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)	34
5.	QUALIFICATIONS	36
5.1	QUALIFICATIONS OF OFFEROR (MAR 2015)	36
5.2	QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)	36
5.3	SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)	36
6.	AWARD CRITERIA	38
6.1	AWARD CRITERIA -- FIXED PRICE BIDDING (JAN 2006)	38
6.2	BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING (MODIFIED)	38
6.3	COMPETITION FROM PUBLIC ENTITIES (JAN 2006)	38
7.	TERMS AND CONDITIONS -- A. GENERAL	39
7.1	ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)	39
7.2	BANKRUPTCY - GENERAL (FEB 2015)	39
7.3	CHOICE-OF-LAW (JAN 2006)	39
7.4	CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)	39
7.5	CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)	39
7.6	DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	40
7.7	DISPUTES (MAY 2024)	40
7.8	EFT INFORMATION (APR 2024)	40
7.9	EQUAL OPPORTUNITY (JAN 2006)	41

7.10	FALSE CLAIMS (JAN 2006)	41
7.11	FIXED PRICING REQUIRED (JAN 2006).....	41
7.12	NO INDEMNITY OR DEFENSE (FEB 2015)	41
7.13	NOTICE (MAY 2024)	41
7.14	OPEN TRADE (JUN 2015).....	41
7.15	ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)	42
7.16	PAYMENT and INTEREST (FEB 2021).....	42
7.17	PUBLICITY (JAN 2006)	42
7.18	PURCHASE ORDERS (JAN 2006)	42
7.19	SURVIVAL OF OBLIGATIONS (JAN 2006)	43
7.20	TAXES (JAN 2006).....	43
7.21	TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	43
7.22	THIRD PARTY BENEFICIARY (JAN 2006).....	43
7.23	WAIVER (JAN 2006).....	43
7.	TERMS AND CONDITIONS -- B. SPECIAL.....	44
7.24	CHANGES (JAN 2006)	44
7.25	COMPLIANCE WITH LAWS (JAN 2006).....	44
7.26	CONFERENCE – PRE-PERFORMANCE (MODIFIED)	44
7.27	CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015).....	44
7.28	CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015).....	46
7.29	CONTRACTOR PERSONNEL (JAN 2006)	47
7.30	CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)	47
7.31	DEFAULT (JAN 2006)	47
7.32	ESTIMATED QUANTITY -- UNKNOWN (MODIFIED)	48
7.33	ILLEGAL IMMIGRATION (NOV 2008)	48
7.34	INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011).....	49
7.35	INFORMATION SECURITY - DEFINITIONS (FEB 2015)	49
7.36	INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)	50
7.37	INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)	51
7.38	INFORMATION USE AND DISCLOSURE (FEB 2015).....	51
7.39	INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)	52
7.40	LICENSES AND PERMITS (JAN 2006).....	53
7.41	LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020)	53
7.42	PRICE ADJUSTMENTS (JAN 2006).....	53
7.43	PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)	54
7.44	SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)	54
7.45	RELATIONSHIP OF THE PARTIES (JAN 2006).....	54

7.46	TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006).....	55
7.47	TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)	55
7.48	TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006).....	55
7.49	TERMINATION FOR CONVENIENCE (JAN 2006).....	55
7.	MISCELLANEOUS TERMS – C. CONDITIONS/REQUIREMENTS.....	57
7.50	APPLICABLE LAWS AND REGULATIONS.....	57
7.51	SAFETY PRECAUTIONS	57
7.52	SAFEGUARDING INFORMATION	57
8.	BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL	58
8.1	BIDDING SCHEDULE (NOV 2007).....	58
8.2	SIL Apartment Style Living Setting – All-inclusive	58
9.	ATTACHMENTS TO SOLICITATION	59
ATTACHMENT A		60
ATTACHMENT B		61
ATTACHMENT C.....		62
ATTACHMENT D		64

1. SCOPE OF SOLICITATION

1.1 ACQUIRE SERVICES (JAN 2006)

It is the intent of the SC Department of Social Services, (SCDSS), to establish a Qualified Providers List able to provide Supervised Independent Living (SIL) throughout the state of South Carolina with contracted community-based housing arrangements for young adults ages 18-21 years of age in Extension of Foster Care.

1.2 BACKGROUND

On April 25, 2022, Governor McMaster signed Extension of Foster Care (H.3509) into law. This law enables South Carolina to operate a Title IV-E reimbursable extended foster care program (EFC) for young adults ages 18- 21. The purpose of the Extended Foster Care legislation is to provide a pathway for young adults who would otherwise leave the foster care system at age 18 to voluntarily remain in or return to the placement and care responsibility of SCDSS.

The South Carolina Department of Social Services (SCDSS) mission is to promote the safety, permanency, and well-being of children and vulnerable adults, helping individuals achieve stability and strengthening families. DSS believes that Extension of Foster Care will improve the agency's approach to responding to the needs of teens and young adults and promote successful outcomes transitioning into adulthood.

Supervised Independent Living (SIL) is defined as the following: Any housing arrangement with an approved contracted provider and ongoing supervision by SCDSS designated staff. For the purposes of this Solicitation this includes placement services provided by SCDSS or contracted community-based housing arrangements. SIL provides realistic living experience in which the young adults can take responsibility for themselves based on their level of self-sufficiency. A continuum of services will be available and provided in accordance with the developmental readiness of young adults served, in addition to their chronological age.

The goal of an SIL program is to prepare young adults for successful adult living through the provision of services related to daily living, problem- solving, and other skills that maximize the young adult's potential to be a self-sufficient, productive adult. SIL encompasses the balance between independence and dependence that exists for most young adults in their late teens and early twenties, and it allows young adults to live independently within a shared living agreement offering a safety net, while taking responsibility for themselves.

SIL is a type of voluntary agreement where 18-, 19- and 20-year-old young adults can reside in a less restrictive, non-traditional living setting while continuing to receive case management and support services to help them become independent and self-sufficient. A shared living agreement provides guidelines regarding topics such as communication and household rules, responsibilities, and expectations.

SIL providers understand that the transition process challenges the safety, permanency, and well-being of young adults as they are intentionally given space to learn and grow, which trial and error learning and risk-taking actions and behaviors which are all in line with their peer group during adolescent development. SIL Providers ensure that all services provided are culturally relevant and linguistically appropriate to the population being served. SIL Providers ensures services are delivered in a manner that supports and enhances diversity, independence, self-esteem, mutual respect, values, and dignity, and incorporates the principles of positive teen and young adult development. SIL Providers will attempt to encourage, even those reluctant and/or with behavioral barriers, to participate in services and supports to achieve their goals.

1.3 MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: **XX/XX/2026** End date: **XX/XX/20XX**. 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". [01-1040-1]

It is anticipated that the initial term of the contract will be one (1) year with four (4) one-year options to renew resulting in a maximum contract term of five (5) years.

DRAFT

2. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

2.1 DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY 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(5)]

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 Contract," either optional or mandatory, 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 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.

[02-2A003-4]

2.2 ADDITIONAL DEFINITIONS, CAPITALIZATION, AND HEADINGS

Specific To South Carolina Department of Social Services:

ACTUAL EXPENDITURE, ACTUAL PROGRAM EXPENDITURE, ACTUAL COST means the dollar amount of a disbursement made by Provider whether allowable or unallowable.

ADJUSTED EXPENDITURE, ADJUSTED PROGRAM EXPENDITURE, ADJUSTED COST means the dollar amount arrived at by taking 115% of the budgeted category for program expenditure or the allowable program expenditure for the same category, whichever is lesser, not to exceed the total budget.

ALLOWABLE EXPENDITURE, ALLOWABLE COST means the dollar amount of a disbursement made by Provider in the provision of services defined as allowable by the Finance Policy Procedure Manual or applicable DHHS regulations, whichever provision is more restrictive.

BUDGET CATEGORY means budgeted program expenditures grouped in like functions or purpose and subdivided accordingly.

BUDGETED EXPENDITURE, BUDGETED PROGRAM EXPENDITURE, BUDGETED COST means the dollar amount allocated for expenditures.

CAPITAL EQUIPMENT means an item of property (other than real property) with an acquisition cost of \$5,000.00 or more (including taxes and any other ancillary charges) per unit and a useful service life of more than one (1) year.

CAPSS means the SCDSS child welfare management and adult protective services information system.

CFT means Child and Family Team meeting

CHEMICAL RESTRAINT means a psychopharmacological drug as a restraint to control behavior or restrict freedom of movement that is not a standard prescription for the child/youth's medical or psychiatric condition.

COST BASE means the total allowable operating cost for Provider for each service according to an acceptable cost allocation method.

CPA means Child Placing Agency.

DE-ESCALATION means behavior that is intended to escape escalation of conflicts. It also refers to approaches in conflict resolution. De-escalation techniques may use verbal and non-verbal cues.

DEPARTMENT means South Carolina Department of Social Services.

DHHS means the United States Department of Health and Human Services.

FAMILY FOSTER CARE means a non-therapeutic foster care placement to children/youth in a foster home setting.

FINAL REIMBURSEMENT means the dollar amount arrived at by computing the difference between total interim reimbursement and total adjusted program expenditure where total adjusted program expenditure is greater than total interim reimbursement.

FOSTER CARE ADMINISTRATIVE COSTS are defined as costs to cover the necessary functions of foster home licensing, recruitment, training, and supervision of foster parents.

FOSTER CARE MAINTENANCE PAYMENTS are defined in section 475(4) of the Social Security Act, and are to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation and reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES means those objective accounting principles ordinarily employed by skillful accountants and agreed upon by authoritative writers, practitioners of recognized professional standing, the American Institute of Certified Public Accountants, and most recognized professional bodies.

HATCH ACT means Title 5, United States Code, Sections 1501 - 1508, as amended.

INDIRECT OWNERSHIP INTEREST means the ownership in an outside entity which has a direct or indirect ownership interest in the Contractor. Example 1: If A owns 20% of Corporation B, and Corporation B owns 30% of the Contractor, then A owns 6% of the Contractor, indirectly. Example 2: If A owns 20% of a note secured by 30% of the Contractor's assets, A owns 6% of the Contractor, indirectly.

IPOC means in Individual Plan of Care. For Medicaid-billable TFC services, the requirements of an IPOC dictated by the current version of the South Carolina Department of Health and Human Services' Provider Manual take precedence over contract language.

MECHANICAL RESTRAINT means the use of any physical device to limit movement and prevent harm to self or others, not including devices such as prescribed orthopedic devices, surgical dressings or bandages, protective helmets, or any other apparatus that is prescribed as a medical protective device.

OTHER FUNDS means the funds other than the funds appropriated through SCDSS or Matching Funds, whether from public or private sources.

PERSONNEL LINE ITEM means the subdivisions of the Personnel Budgeted Category which includes those designated as: Classified Positions (State Agencies), Unclassified Positions (State Agencies), Other Personnel (State Agencies), Administrative, Professional, Food Services, Paraprofessionals, and Other Personnel. These line items are further defined in the Fiscal and Administrative Manual.

PHYSICAL RESTRAINT means behavior that is intended to escape escalation of conflicts. It also refers to approaches in conflict resolution. De-escalation techniques may use verbal and non-verbal cues.

POTENTIAL PAYMENT REPORT means the report provided by SCDSS to Providers showing expected payment for services rendered.

PROCUREMENT CODE means the South Carolina Consolidated Procurement Code. PROVIDER means Contractor or Child Placing Agency.

RBHS means Rehabilitative Behavioral Health Services.

REQUEST FOR REIMBURSEMENT means the request prescribed in Article V, Section A, of this contract.

SCDHHS means the South Carolina Department of Health and Human Services.

SCDSS means the South Carolina Department of Social Services.

SECLUSION means placing a child/youth in a locked room.

SOCIAL SECURITY ACT means Title 42, United States Code, Chapter 7, as amended.

SUPPLIES means tangible personal property other than those defined in the definition of 'Capital Equipment' with an acquisition cost of less than \$5,000 per item.

TIME OUT means a behavior intervention technique that is defined as the temporary restriction of an individual for a period of time to a designated area from which the person is not physically prevented from leaving, for the purpose of providing the individual an opportunity to regain self-control. Time-out will last only for the shortest amount of time needed.

TFC means Therapeutic Foster Care. This can encompass an individual type of TFC, including TFC, SNTFC and/or MTFC or all services collectively.

TOTAL ADJUSTED PROGRAM EXPENDITURES means the sum of adjusted program expenditures for all categories and personnel line items.

TOTAL FUNDS means Funds consisting of SCDSS state appropriated funds and matching funds.

TOTAL REIMBURSEMENT means the sum of all reimbursements received by Provider from SCDSS to complete the work described in Article III of this document.

UNALLOWABLE EXPENDITURE, UNALLOWABLE PROGRAM EXPENDITURE, AND UNALLOWABLE COST means the dollar amount of disbursement made by Provider which is not reasonable and necessary to provide a service, or which is defined as unallowable by the Finance Policy and Procedure Manual or by DHHS regulations, whichever is more stringent, or which has not been budgeted

2.3 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 (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]

2.4 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]

2.5 AWARD NOTIFICATION (MAR 2024)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent

electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

2.6 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]

2.7 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]

2.8 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]

2.9 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]

2.10 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024):

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. [02-2A032-2]

2.11 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]

2.12 CODE OF LAWS AVAILABLE (JAN 2006)

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

[South Carolina Code of Laws \(scstatehouse.gov\)](http://scstatehouse.gov)

The South Carolina Regulations are available at:

[South Carolina Code of Regulations \(scstatehouse.gov\)](http://scstatehouse.gov)

[02-2A040-2]

2.13 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief:

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and

(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

2.14 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]

2.15 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]

2.16 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]

2.17 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]

2.18 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]

2.19 PRICING (MAR 2024)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

2.20 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]

2.21 PROTESTS (MODIFIED)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to tssimmons@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal.

2.22 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]

2.23 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]

2.24 QUESTIONS FROM OFFERORS (MODIFIED)

- (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than **THE DATE AND TIME LISTED ON COVER PAGE 1.**
- (b) 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.**
- (c) 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]

2.25 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]

2.26 RESPONSIVENESS (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

2.27 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]

2.28 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]

2.29 DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

2.30 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]

2.31 VENDOR REGISTRATION MANDATORY (MAR 2024)

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

2.32 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]

2. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

2.33 BID SAMPLES OR DESCRIPTIVE LITERATURE (MAR 2024)

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. 19-445.2077D. [02-2B017-1]

2.34 CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Site-Visit Date and Time: **As listed on Cover Page**

Location of Site Visit: **As listed on Cover Page**

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.

All attendees should read the solicitation carefully and come prepared with questions. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

2.35 CONFIRMATION OF BID

Pursuant to R.19-445-2085, when the responsible Procurement Officer knows or has reason to conclude that a mistake may have been made after opening an offer, the Procurement Officer may elect to communicate with you for the purpose of confirming the bid. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. This communication will be documented and included with the offer. If the bidder asserts a mistake, the bid may be corrected or withdrawn only if allowed by regulation (e.g., R.19-445.2085A and B and R.19-445.2095I(2)(d)).

2.36 ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

If requested by the Procurement Officer or you are unable to submit your Offer online, you must submit an electronic copy or copies on USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

2.37 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 under the heading "Doing Business with Us" and then "Submitting Offers."
- 3) Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
 - a. Only offers with a status of "submitted" have been received by the State.
 - b. Offers with a status of "saved" have not been received.
- 4) Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at **(803) 896-0001** and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/>. **Do not contact the Procurement Officer with problems entering an offer into the system.** Only questions regarding the solicitation document should be addressed with the Procurement Officer.

(d) Do not wait until the last minute to submit your offer. If an on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

2.38 PROTEST - CPO - MMO ADDRESS (MAR 2024)

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

(a) by email to protest-mmo@mmo.state.sc.us, or

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-2]

2.39 RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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. [02-2B127-1]

2.40 UNIT PRICES REQUIRED (JAN 2006)

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

Note: Offeror's bid price must be at or below the price offered by the state for services provided. Prices above the State's price will deem your bid nonresponsive, and your bid will be rejected.

3. SCOPE OF WORK/SPECIFICATIONS

3.1 Eligibility Specifications

- A. Young adults must meet the following eligibility requirements for SIL:
 - a. Former foster youth who reached age of majority while in care and custody of SCDSS child welfare agency,
 - b. At least 18 years of age, but have not reached their 21st birthday, and
 - c. Enrolled in SCDSS Extension of Foster Care Program.
- B. The young adult must also meet at least one (1) of the following participation requirements:
 - a. Is completing secondary education or a program leading to an equivalent credential, e.g. a young adult aged 18 or older is finishing high school or taking classes in preparation for the GED exam; or
 - b. Enrolling in or already enrolled in an institution that provides post-secondary or vocational education, e.g., a young adult may be enrolled full-time or part-time in a university or college, or enrolled in a vocational or trade school; or
 - c. Employed part time or full time or actively seeking employment; or,
 - d. Participating in a program or an activity designed to promote or remove barriers to enrollment or employment; or
 - e. Neither enrolled nor employed, and young adult can identify a goal of education and/or employment, and agrees to partner with SIL program to receive additional resources and support; or
 - f. Demonstrate ability and willingness to explore the opportunity to develop transitional skills to meet personal goals and be able to apply them to “readiness” situations in a less restrictive setting.
- C. Discharge from SIL can occur when the young adult:
 - a. Reaches their 21st birthday;
 - b. Loses eligibility to be in SCDSS Extension of Foster Care;
 - c. Fails to make satisfactory progress toward a successful transition to adulthood as demonstrated by a pattern of failure to comply with program agreements, violations of the shared living agreements, unexcused cancellations of meeting with case manager, and/or achieve transition plan goals within established time frames;
 - d. Leaves the program and does not return within the terms of the offsite leave policy;
 - e. At the request of the young adult;
 - f. Provider submits ten (10) business day notice requesting client to be removed from SIL program;
 - g. Commits a crime or is involved in ongoing dangerous/illegal activities;
 - h. Commits a serious threat or act of violence against another resident;**
 - i. Assessment of mental health issues or alcohol/drug problems that require additional level of care; or
 - j. Assessment of impairments and needs to be involved with the Adult Development disabilities system.
- D. Reference the SIL Reference Manual [\(add link\)](#) for actions to be taken to minimize unplanned discharge.

3.2 Admission Process

- A. Contractor must conduct a strength-based referral process including comprehensive application, an assessment of readiness and immediate housing need to determine appropriateness of enrollment and supports needed:
 - a. Contractor must utilize a Comprehensive Application to include transitional goals, permanent connections, behavioral, health, clinical, and other psychosocial information.

- b. Contractor must conduct their own interview with the young adult to assess readiness for their SIL program. Interview may be conducted by phone, in person, or on virtual platforms.
 - c. Contractor must arrange same day interview request for cases of homelessness, at risk of homelessness, and pregnant, parenting young adults in need of housing stability.
 - d. Contractor must conduct an intake assessment after admission and must assist client with arranging therapy if mental health services are recommended by provider, or SCDSS, or requested by client, or court ordered.
 - e. The young adult may also be subject to criminal background checks. Any records containing violent and/or sexual offenses may prevent approval to participate in SIL program.
- B. SCDSS shall provide the following most recent information to support the referral process:
- a. Child and Adolescent Needs and Strengths (CANS),
 - b. CANS Independent Living Module,
 - c. Transition Plan Meeting, or self-identified transition goals, and if applicable, school enrollment status and employment schedule,
 - d. If applicable, Young Adult Transition Teaming (YATT),
 - e. Most recent Family Permanency Court Hearing/Court Order,
 - f. Permanent/ Supportive Connections, including but not limited to any siblings that remain in care and scheduled visitations, and
 - g. If applicable, clinical and /or behavioral information relevant to assessment of enrollment and services.
- C. Reference the SIL Reference Manual [\(add link\)](#) for actions taken to support admission process.

3.3 SIL Supervision

- A. By nature of the programming model in SIL settings, staff supervision is minimal and driven by the individual needs of the young adult.
- a. A young adult in SIL is not directly supervised 24 hours a day by Provider's staff.
 - b. Young adults are encouraged to independently schedule activities, be responsible to meet school and employment obligations, and other personal or social activities.
 - c. Staff is not required to live on site.
- B. The Contractor's case manager staff shall have face-to-face contact with young adults once a week and must be available through email, text, or phone calls.
- a. The Contractor shall conduct regular walk-throughs to identify unsafe conditions or damage, which could potentially pose a risk to residents and would require immediate attention.
 - b. The Contractor's staff shall establish, at a minimum, monthly unannounced engagements with each young adult to ensure the young adult is conducting themselves in a manner consistent with the program's expectations.
 - c. Staff shall adjust their eight and one half (8.5) hours to youth's schedule for weekly check ins.
- C. Contractor staff shall offer young adult access to 24-hour support, defined office hours, and emergency on call staff.

- a. Contractor staff shall be available by phone and respond on site (if needed) within 30 minutes.
- b. Contractor must have security cameras around the outside of the property linked to the office.

D. Contractor program staff must include at minimum:

a. SIL Program Manager

- i. One half (.5) FTE minimum per eight (8) young adults ratio.
- ii. Performs the following job duties:
 - 1. Planning and Implementing Program duties, such as, but not limited to, coordination and implementation of projects within the Independent Living Skills program and ensure effective management and delivery of services; establish and enforce program policies, monitor program activities, and evaluate effectiveness to improve service delivery.
 - 2. Staff Supervision duties, such as but not limited to, overseeing and training staff to provide quality support services to the young adult.
- iii. Staff qualifications: at minimum bachelor's degree in social work, psychology, counseling, education or related field from an accredited college or university. Preferred Advanced degrees in social work or related field such as behavioral science, counseling, human services, or community development. **A combination of experience with a non-qualifying degree may serve to meet staff qualifications.**
- iv. Professional Experience: Minimum of two (2) years' experience working with youth in child welfare, or related social services. Experience handling case management coordinating services serving youth in foster care, transitional programs, or residential programs is highly valued. Preferred experience in the supervision of staff.
- v. Participate in ongoing training and maintain certification, at a minimum, must include trauma informed care, adolescent development, crisis intervention, motivational interviewing and youth thrive framework.

b. Program Coordinators

- i. One half (.5) FTE minimum per eight (8) young adults ratio.
- ii. Provide case management services.
- iii. Staff qualifications: at a minimum shall have a bachelor's degree in social work, psychology, counseling, education or related field from an accredited college or university.
- iv. Participate in ongoing training and maintain certification, at a minimum, must include trauma informed care, adolescent development, crisis intervention, motivational interviewing and youth thrive framework.
- v. Professional Experience: Minimum of two (2) years' experience working with youth in child welfare, or related social services. Experience handling case management coordination services serving youth in foster care, transitional programs, or residential programs is highly valued.

c. Additional Staff Supports

- i. One quarter (.25) FTE minimum for up to eight (8) young adults dedicated to providing additional program supports which may include administrative, maintenance, transportation, etc. and may be divided between more than one position and/or function.
- ii. Staff providing direct services to young adults must undergo training for trauma informed care, adolescent development, crisis intervention.

- iii. Contractor must establish protocols that promote normalcy, standard safety, and accountability for the young adult. Reference the SIL Reference Manual for a list of such protocols.

d. All staffing ratios noted above shall be constant and will not consider census fluctuations, average census numbers, maximum occupancy, or active placements at time during the Contract.

3.4 SIL Setting - Apartment

- A. The Contractor must offer realistic, safe and stable housing to young adults, with apartments clustered within a community (e.g. neighborhood/town) to support shared supports and programming.
 - a. Apartments must be within reasonable proximity to basic amenities and local community resources such as higher education, employment opportunities, public transportation options, and groceries; readily accessible by either by public transportation or walkable.
 - b. Contractor must own property and/or lease property.
 - c. Contractor must be responsible to ensure general maintenance and repairs.
 - d. Contractor must cover rental costs for unit. Contractor must cover basic utility expenses to include, but not limited to, landline, internet, water, gas, electricity, sewage, and trash.
 - e. Apartments do not have to be licensed by SCDSS. Apartments must meet and follow local zoning, fire, sanitary, and safety regulations, and building codes. Routine maintenance must be performed as needed to ensure buildings and equipment are safe and in good working order.
 - f. Contractors must be compliant with any South Carolina landlord tenant codes and/or laws.
 - g. Individual apartment unit, at a minimum, must provide a bedroom, kitchen, and bathroom to an individual young adult. One young adult per bedroom.
 - h. Young adults must each have their own bedroom, and at minimum one (1) full bathroom per two (2) young adults. In apartments with more than one (1) bedroom, young adults may share common space including kitchen.
 - i. Young adults of the same gender are allowed to occupy the same apartment unit. Gender exceptions are only applied to parent and dependent relationships.
 - j. Apartments must include at least the following furnishings and amenities:
 - i. Twin bed frame, twin mattress, and bed linens,
 - ii. Dresser,
 - iii. Dining table and chairs,
 - iv. Sofa,
 - v. Basic kitchen items,
 - vi. Basic Cleaning supplies, and
 - vii. Towel set.
 - k. Contractor must support young adult in accessing additional items or personalization of the space as appropriate.
 - l. Young adults must have access to laundry facilities on site at no cost.
 - m. Contractor shall provide home management skill building opportunities such as home care, laundry, and assistance to identify safe affordable housing upon exiting the program to include understanding lease agreements and tenant responsibilities.

- n. Contractor must develop and enact an agreement with each young adult addressing expectations, responsibility, and accountability regarding program participation, including maintaining safe and hygienic apartments.
- o. Young adult is responsible for maintaining a clean apartment. Contractor must provide standard cleaning supplies for each unit. Contractor is responsible for deep cleaning in between a change in occupants.

3.5 SIL Service Components

- A. The Contractor must provide services for the following SIL components: Case management services, Life Skills Planning and Development, and Health and Well-being Coordination. Details of these components are as described below:

a. Case Management Services

- i. Develop, monitor, and implement individualized transition and support plans to promote independence and self-sufficiency, with hands on life skill development, utilizing a person and strength centered approach;
- ii. Conduct home visits, weekly check-ins, and assessments to ensure safe and supportive living environments;
- iii. At a minimum, have face-to-face contact with young adults once a week and ensure availability through email, text, or phone calls. Meet weekly with young adult to monitor their demonstrated learned skills and assist with reaching IL goals; ensure they are complying with program expectations, and intervene when issues arise;
- iv. Crisis intervention for stabilization and onwards growth towards stability and maintenance, life coaching, advocating for best interest, service navigation, and transportation;
- v. Coordination of resources and services, to establish connections with various community organizations, ensuring young adults have access to academic success, employment services, healthcare, mental health support, and other necessary resources; and
- vi. Fully engage and partner with the SCDSS Case Manager to coordinate monthly visits and monitor the young adult's on-going progress and/or concerns. Contractor shall inform SCDSS Case Manager timely regarding any mental health issues or alcohol/drug problems.

b. Life Skills Planning and Development

- i. The Contractor must administer an individual **life skills assessment** to identify strengths and needs for successful transition into adulthood within 30 business days of the young adult entering the SIL program.
 - 1. The Contractor must conduct in-depth evaluations of client needs, including mental health, employment status, housing stability, and family dynamics will be used to establish baselines, to develop learning plans, and mark progress.
 - 2. The individualized assessment must be signed by the Contractor staff and the young adult and placed in the young adult's file.
 - 3. The completed assessment must guide the discussion and development of the individual transition plan of the young adult while participating in the SIL program.
 - 4. A copy of all completed assessments must be provided to the young adult and the SCDSS Case Manager.
- ii. The Contractor must develop, in collaboration with the young adult, an individualized **transition plan** within 30 business days of the young adult entering the SIL program.

1. This transition plan must outline the young adult's goals and the services/supports that will be provided to assist them in achieving their goals.
 2. Activities must be tailored to the individual's age, development, interests, and address various life domains.
 3. Contractor must complete monthly summaries identifying progress made towards the completion of transition plan goals, and barriers to completion of transition plan goals. Providers must also collaborate with the young adult and the SCDSS case manager in the assessment of monthly progress.
 4. The individualized transition plan must be signed by the provider staff and the young adult, placed in clients file, and a copy given to the young adult and to the SCDSS case manager.
 5. *Please reference SIL Manual for list of specific categories and measurements of compliance.*
- iii. The Contractor must offer **transitional workshops** that supports life skills development and opportunities for teaching in the moment to maximize the opportunity for learning and growth.
1. The activities must occur monthly;
 2. The activities must be delivered by staff or outsourced to community partners, providers, non-profit organizations, etc.;
 3. The activities must consist of at least one of the support services identified in the 14 categories by the National Young Adult Transition Database (NYTD). Please refer to **Exhibit C: National Young Adult Transition Database (NYTD) Booklet**;
 4. Attendance records must be kept for all transition workshops/events for cross referencing of participation and transitional growth measurement;
 5. Contractor must record the monthly received transition services (funded and non-funded) documented on the *DSS Monthly NYTD Tracking Form (DSS Form 30254)*. The completed form must be placed in the young adult's file and provided to the SCDSS Case Manager monthly;
 6. The Contractor must utilize engagement tools and strategies to maximize participation in transitional workshops and activities; and
 7. Reference SIL Manual for list of specific categories and measurements of compliance.
- iv. The Contractor must offer **Service Navigation** and connect the young adult with community resources to support progression of goals.
1. The Contractor must help the young adult navigate services to obtain timely, essential, and appropriate support resources based on the young adult's assessment and plan;
 2. The Contractor must identify community resources, assist with referral or application processes, follow up with received services, and ensure connection is solidified to the support services; and
 3. The Contractor must assist with identifying needed Chafee/ETV-funded services and helping the young adult provide all required documentation to SCDSS case manager to submit Chafee/ETV funding requests. See **exhibit 30258 Chafee guidelines booklet**.
- v. The Contractor must provide **food allotment** for nutritional goods.
1. Contractor must provide food allotment card/stipends/vouchers in amount of \$150 every 30 days;
 2. Contractor must ensure young adults have balanced grocery items, arrange bi-weekly grocery shopping trips, and access to food pantry for additional nutritional items;
 3. Contractor must maintain a community pantry with a range of nutritious food staples as an additional resource for participants; and

4. Contractor must provide home management skill building opportunities such as budgeting, grocery shopping, cooking, food preparation and cleaning.
- vi. Contractor must support young adults in accessing independent **transportation** options, such as obtaining bus passes, arranging carpools, exploring purchase of their own vehicles, etc.
1. In instances where public transportation or other independent solutions are not an option, Contractor must offer direct transportation services to meet key needs such as employment, community services, education, grocery shopping, and medical appointments;
 2. Direct transportation services may be directly provided either by a staff member or contractor driving the youth, or by providing a rideshare voucher. These costs have been factored into the maximum daily rate, and no additional compensation will be provided;
 3. Assist and/or arrange scheduled days and time slots for exploration of future school enrollment, employment, and housing; and
 4. Transportation ownership readiness.

c. Health And Well-Being Coordination

- i. The Contractor must support the young adult navigate building lifelong **connections** to family and community.
 1. The Contractor must support and advocate for permanent “Healthy” Connections, including but not limited to, sibling visitation, permitting visitors on site, connecting client to additional family strengthening resources.
- ii. The Contractor must support young adults in accessing appropriate **physical, mental, and behavioral health services**. This shall include:
 1. Assessing areas of need upon program entry and updating periodically through ongoing case management;
 2. Providing education and support to young adults regarding navigation of health care systems, including Medicaid benefits;
 3. Providing young adults assistance in locating providers and initiating care, and coordinating transportation options as needed;
 4. Provide education and support to young adults to appropriately manage their own medications; and
 5. Provide or connect a young adult to resources supporting personal cultural and personal identity.
- iii. When applicable, the Contractor must offer services tailored for **pregnant and parenting young adults** that support the acclimation to parenting and promote long-term, economic independence to ensure the well-being of the young adult and their child(ren).
 1. Contractor must accommodate the needs and safety of the dependent children to include safety standards for infants and children on the premises during education and employment hours;
 - a. Contractor must accommodate the needs and safety of the dependent children to include safety standards for infants and children on the premises during education and employment hours;

- b. Contractor and SCDSS case manager shall coordinate acquiring the required items for a dependent. Such as, but not limited to, car seat, age/weight appropriate bassinet/crib, bedding, diapers, wipes, clothes, bottles, formula, bathing tub, and bathing essentials;
 - c. Contractor can assist young adults with securing all other desired items through community resources.
 - 2. Contractor must coordinate access to additional services appropriate to the individual. This may include, but is not limited to
 - a. prenatal care;
 - b. parenting skills and classes;
 - c. child development;
 - d. family budgeting;
 - e. health and nutrition education; and
 - f. Childcare
 - 3. Contractor must provide referral and service navigation for applicable government assistance programs, including but not limited to:
 - a. Women, Infant and Children (WIC) Nutrition Program;
 - b. Childcare Scholarship Program (ABC Voucher); and
 - c. Supplemental Nutrition Assistance Program (SNAP).
- iv. The Contractor must offer opportunities for young adults to participate in **advocacy**, civic engagement, and leadership activities.
 - 1. Contractor must create a sense of community by arranging, hosting, or identifying monthly Social/Cultural activities;
 - 2. Contractor must support SCNYTD outreach to encourage young adults to complete NYTD federal survey that is completed at age 17, again at age 19, and once more at age 21; and
 - 3. Contractor must encourage participating in activities and events sponsored by SCDSS Youth Engagement Advocates (YEA!) state advisory council and participation in one (1) of the regional Youth Engagement Advocates YEA! Chapters.

3.6 Financial Reporting Requirements

- A. Contractor must submit a financial report quarterly using the template provided by SCDSS. Financial reports are due 60 calendar days following the end of each calendar quarter. For example, the financial report for the quarter of July 2026 – September 2026 is due to SCDSS no later than November 15, 2026.
- B. Reporting Requirements
 - a. Contractor must make all program records and service delivery sites open to SCDSS or Federal agencies to perform program reviews. SCDSS must have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of service delivery, and to conduct on-site reviews of all matters relating to service delivery as specified by this Contract.
 - b. Monitoring reviews must describe issues in internal contract and/or program compliance. Within 15 business days of receiving notification of issues, the Contractor must submit a corrective action plan to address the issue, indicating the actions taken, actions to be taken, dates of anticipated completion, and contact person responsible, or submit an explanation of specific reasons why no corrective action is required.

c. Program Progress: To be considered as successfully completing the program, 80% of active participants must have completed a minimum of eighty 80% of the total goals identified in their transition plan to include, but not limited to academic success, gaining employment, and stabilizing housing.

d. Reports must be submitted as follows:

Reports should be sent quarterly to cpaannualreport@dss.sc.gov. The quarterly reports should contain the following information:

- Number of referrals received by month,
- Number of accepted placements,
- Number of active participants Transitional Services administrated by the program to each active participant,
- Number of successful completions of program, with percentage of goal completion identified on individual transition plan,
- Number of discharges, and
- Number of denied referrals and top common reasons for denial.

D. Monitoring

The Contractor shall collect, maintain, and report statistical data and/or information as requested by SCDSS. Such information will be used for project monitoring and evaluation. At any time and as often as SCDSS and/or appropriate federal agencies may deem necessary, Contractor shall make all program records and service delivery sites open to SCDSS in order that SCDSS may perform program reviews. SCDSS shall have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of service delivery, and to conduct on-site reviews of all matters relating to service delivery as specified by this Contract.

E. Compliance by Contractor

The obligation of SCDSS to make payment shall be conditioned upon full and faithful compliance by the Contractor with all stipulations, covenants, and conditions of this Contract.

4. INFORMATION FOR OFFERORS TO SUBMIT

4.1 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]

When submitting your offer, include the following items as attachments with your electronic bid:

- A. A signed Cover Page 1 and 2 (with acknowledgment of amendment(s) on cover page 2 if applicable).
- B. A completed Attachment D Pricing Sheet.
- C. Insurance – Must include limits as required in Section 7B
- D. Three (3) References
- E. A listing of failed projects, suspensions, debarments, and significant litigation (if you do not have any, submit a statement attesting that you do not have any)
- F. To be considered for approval as a specialized setting, interested vendors must submit policies and a program description which address the following required components:
 - a. Submit a brief history of your organization's experience in providing work of comparable size and scope to demonstrate ability to manage this program.
 - i. Describe fund raising activities and grant awards the organization has utilized in the past and intends to utilize to cover expenses not reimbursed by the State.
 - b. Describe and provide information for one (1) year of operational history that outlines your capability of delivering the expected services to include a history of program outcomes for the delivery of the expected services.
 - c. Description of SIL Setting Housing Service Array description (Provider owned Rental property, Provider stand-alone housing unit, Provider scattered apartment units, Provider brokering rental lease agreements.
 - ii. Identify all available amenities, lay out, and dimensions.
 - iii. Identify community resources (school, bus route, employment, etc.) nearest to SIL setting.
 - iv. Provide documents or record of ownership/lease agreement/s for property.
 - d. Submit the organizational structure, positions, and if known, the names, resumes and assigned roles of key staff. Submit job descriptions for any intended staff positions.
 - v. Describe other resources/connections the agency has to entities that could help a young adult in transition. (ex. in house therapist, third party service providers, volunteer tutors, church-based partnerships, college interns, business sponsors, etc.)
 - e. Program Description of a youth centered approach, level of independence for participants engaging in a realistic living experience. Program delivery of services in a manner that supports and enhances, independence,

self-esteem, mutual respect, values, dignity, and incorporate the principles of positive teen and young adult development.

- vi. Describe how you will track outcomes of young adults who are enrolled in the SIL program.
- vii. Submit template of any Assessments, Evaluations, and Referrals planned to be utilized for the SIL program. Written materials to be shared with the young adult about the SIL program, to include but not limited to one pagers, flyer, or brochure.

f. Identify transitional life skills development training, life skills curriculum, and hands on development opportunities focused on such areas, but not limited to:

- viii. self-sufficiency, financial literacy, education, employment, home management, transportation ownership, healthy relationship building, personal safety, and civic responsibility

g. Identify professional development/ staff trainings focused on addressing the developmental needs of young adults, such as, but not limited to:

- ix. Skills/knowledge that will be acquired to establish a relationship focused on coaching, networking, and advocating.
- x. Skills/knowledge that will be acquired to demonstrate a focus, meaningful, authentic youth engagement to reflect a sense of inclusion, relevance, and respect to help young adult identify goals, manage expectations, and overcome barriers.

h. Identify efforts supporting youth voice.

- xi. Establish a component of the SIL program that offers the young adult input as part of their program development, evaluation, and activity planning.

i. Align with SCDSS Guiding Principles and Standards Practice Model: Family centered, Trauma responsive, individualized and strength based, and culturally responsive.

j. Never discriminate or refuse to serve a young adult based on race, gender, sexual orientation, religion, or disability. Please refer to (See **Exhibit A** SCDSS GPS Practice Model Booklet 37556 [Jan 21]).

k. All Providers must include in the personnel file a copy of all employees' state (SLED) and FBI fingerprint based criminal record checks, Central Registry check, South Carolina **AND** Federal Sex Offender Registry checks and verification of no findings that would preclude employment with young adult.

l. Pursuant to South Carolina Code of Laws 2009, 63-7-2350 (D), the Pardons Committee for South Carolina Department of Social Services will convene and make a decision on all pardons of applicants prior to their start date for working with children/youth. The decision of the pardons committee is final and cannot be appealed.

If you fail to provide the following items above, your bid may be rejected.

5. QUALIFICATIONS

5.1 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) To provide any Medicaid service defined by the South Carolina Department of Health and Human Services (SCDHHS), including Therapeutic Foster Care (TFC), contractors must be enrolled with the SCDHHS as a qualified provider, credentialed Select Health (SH) and be accredited by one (1) of the following accreditation organizations:
- Commission on Accreditation of Rehabilitation Facilities
 - Council on Accreditation (COA)
 - The Joint Commission (TJC)
- (4) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

5.2 QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

If requested by the procurement officer, 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) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December 1984), as amended.]
- (c) 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.
- (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (e) 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.
- (f) List of failed projects, suspensions, debarments, and significant litigation.

5.3 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]

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6. AWARD CRITERIA

6.1 AWARD CRITERIA -- FIXED PRICE BIDDING (JAN 2006)

Award will be made to all responsive and responsible Offerors. [06-6023-1]

6.2 BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING (MODIFIED)

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the State's original fixed price bid as authorized by the Solicitation. Bid due dates and subsequent award dates are listed below (the schedule below will repeat throughout the Contract):

Submit Bi-annually:	Award Bi-annually:
December 1	January 15
May 1	June 1

No bids will be accepted after December 1, 2030. Last award will be January 15, 2031

The above schedule is intended to reflect the best intentions of the ongoing awarding schedule. The State reserves the right to award when it is most advantageous to the State and may also review offers and process awards at the State's discretion.

6.3 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]

7. TERMS AND CONDITIONS -- A. GENERAL

7.1 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]

7.2 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]

7.3 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]

7.4 CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

7.5 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders 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]

7.6 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]

7.7 DISPUTES (MAY 2024)

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

7.8 EFT INFORMATION (APR 2024)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). Additional information is available at the STO's website at <https://treasurer.sc.gov> (.). The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used

to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-2]

7.9 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]

7.10 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]

7.11 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]

7.12 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]

7.13 NOTICE (MAY 2024)

(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) ten days after 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. [07-7A050-2]

7.14 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]

7.15 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

7.16 PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.[07-7A055-4]

7.17 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]

7.18 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]

7.19 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]

7.20 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]

7.21 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]

7.22 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]

7.23 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]

7. TERMS AND CONDITIONS -- B. SPECIAL

7.24 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]

7.25 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]

7.26 CONFERENCE – PRE-PERFORMANCE (MODIFIED)

If requested by the Procurement Officer or the State (UGU), 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 the request has been received, 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 Contractor or his duly authorized representative shall be required to attend at Contractor's expense.

7.27 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.

(4) Abuse or Molestation Insurance on an "occurrence" basis, with limits no less than \$1,000,000 per occurrence. This contract shall be considered to be an "insured contract" as defined in the policy.

(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) Every applicable Using Governmental Unit shall receive a Certificate of Insurance listing the Using Governmental Unit as a Certificate Holder, and either an operational description in the Certificate providing a binding commitment that the Certificate Holder shall receive 30 days written notice of policy cancellation, or the policy shall have a Notice of Cancellation endorsement effective to provide the Using Governmental Unit 30 days written notice of cancellation of the policy. 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]

7.28 CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015)

[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

(a) Without limiting any other 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, a policy or policies of insurance against claims 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, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss of, unauthorized access to, or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and

(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause 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.

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer 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 policy declarations and any endorsements required by this section, at any time.

(k) 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 clause are or will be changed, cancelled, or replaced.

(l) 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 as is required by this clause. 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.

(m) 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. [07-7B058-1]

7.29 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]

7.30 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]

7.31 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]

7.32 ESTIMATED QUANTITY -- UNKNOWN (MODIFIED)

The total quantity of purchases of any services on the contract is not known. The State does not guarantee that the State will buy any specified service or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

7.33 ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at 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]

7.34 INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, 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, cancelation, 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. [07-7B100-2]

7.35 INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

[07-7B104-1]

7.36 INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, portable hard drives, "thumb" drives, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) Safeguarding Information. Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) Safeguarding requirements and procedures. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

- (4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.
- (6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:
- (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
 - (ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
- (7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.
- (d) Subcontracts. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.
- (e) Other contractual requirements regarding the safeguarding of information. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.
- [07-7B105-1]

7.37 INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

7.38 INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

- (a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.
- (b) Legal mandates. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.
- (c) Flow down. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.
- (d) Collecting Information. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) Rights, Disclosure and Use. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) Return. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) Privacy Policy & Applicable Laws. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) Actions Following Disclosure. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

7.39 INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.

- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

7.40 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]

7.41 LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020)

- (1) Contractor's liability for damages to the Using Governmental Unit shall not exceed \$1,000,000.
- (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.
- (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.
- (4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.
- (5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed \$1,000,000. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.
- (6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

7.42 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]

7.43 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]

7.44 SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

7.45 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]

7.46 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 one (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]

7.47 TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (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. [07-7B245-3]

7.48 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 ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

7.49 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]

7. MISCELLANEOUS TERMS – C. CONDITIONS/REQUIREMENTS

7.50 APPLICABLE LAWS AND REGULATIONS

Provider agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

- All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (U.S.C. 7401, et seq.).
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) regarding employees or applicants for employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination based on handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 1994).
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination based on age in programs or activities receiving or benefiting from federal financial assistance.
- The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination based on sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- Americans with Disabilities Act, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto, 42 CFR Parts 35 and 36.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) (45 C.F.R.), PART 164.502(e), 164.504(e), 164.532(d) and (e).

7.51 SAFETY PRECAUTIONS

SCDSS assumes no responsibility with respect to accidents, illnesses, or other claims arising out of any work undertaken with the assistance of federal and/or state funds. Provider is expected to take necessary steps to insure or protect itself and its personnel. Provider shall comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

7.52 SAFEGUARDING INFORMATION

The Contractor shall safeguard the use and disclosure of information concerning applicants for and recipients of services in accordance with applicable federal and state laws and applications and shall restrict access to and use and disclosure of such information in compliance with said laws.

8. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

8.1 BIDDING SCHEDULE (NOV 2007)

Notwithstanding any other instructions herein, you shall submit pricing information **ON THE SHEET PROVIDED (Attachment D).**

8.2 SIL Apartment Style Living Setting – All-inclusive

Maximum SIL Apartment Style Living Daily Rate
\$137.00

9. ATTACHMENTS TO SOLICITATION

- **ATTACHMENT A: Important Tax Notice – Non-Residents**
- **ATTACHMENT B: Offeror Checklist**
- **ATTACHMENT C: Service Provider Security Assessment Questionnaire**
- **ATTACHMENT D: Pricing Sheet**

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ATTACHMENT A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

ATTACHMENT B
OFFEROR'S CHECKLIST –
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- **Check to ensure your Bid/proposal includes everything requested! See Section 4 for requested documents.**
- 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.

[09-9010-1]

ATTACHMENT C
Service Provider Security Assessment Questionnaire

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) As used in this Questionnaire, the phrase "government information" shall have the meaning defined in the clause titled "Information Security." (3) This Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire - Required, and (b) Service Provider Security Representation.

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.
2. Describe your disaster recovery and business continuity plans.
3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?
4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.
5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?
6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.
7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.

8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.

9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?

10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?

11. Describe your incident response policies and practices.

12. Identify any third party which will host or have access to government information. Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION
ON BEHALF OF CONTRACTOR:

By: _____
(Authorized signature)

Its: _____
(Printed name of person signing above)

(Title of person signing above)

Date: _____

SPSA (FEB 2015) [09-9025-1]

**ATTACHMENT D
PRICING SHEET**

BIDDING SCHEDULE (NOV 2007)

If your offer exceeds the maximum rates your offer will be deemed nonresponsive and not considered for award.
Bidders may offer prices lower than the maximum the state will pay.

Maximum SIL Apartment Style Living Daily	
Rate	
\$	_____ p/day

DRAFT