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## Protest Decision

**Matter of:** Trilogy Medwaste, Inc. and Triumvirate Environmental Services, Inc.  
**File No.:** 2025-124  
**Posting Date:** February 12, 2025  
**Contracting Entity:** Medical University of South Carolina  
**Solicitation No.:** 5400026831  
**Description:** Hazardous Waste Removal and Disposal

### DIGEST

The Chief Procurement Officer (CPO) denies the protest of Trilogy Medwaste, Inc. and Triumvirate Environmental Services, Inc. (Trilogy).<sup>1</sup> Trilogy's protest is attached as Exhibit A.

### AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

On May 7, 2024, the Medical University of South Carolina (MUSC) issued a solicitation for proposals for hazardous waste removal and disposal. [Exhibit B] On June 19<sup>t</sup>, 2024, MUSC issued Amendment 1 with modifications to the solicitation and answered supplier questions. On

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<sup>1</sup> Trilogy partnered with Triumvirate Environmental Services, Inc. for this solicitation response, and Triumvirate remains Trilogy's partner for this protest. For purposes of simplicity, Trilogy and Triumvirate are collectively referred to herein as "Trilogy."

July 9, 2024, MUSC issued Amendment 2 to change the submission deadline to July 16, 2024.

[Exhibit C]<sup>2</sup> On July 16, 2024, MUSC received six proposals including one from Trilogy.

[Exhibit D]

The evaluation committee evaluated all proposals and ranked the proposal of Clean Harbors Environmental Services, Inc. (Clean Harbor) as the most advantageous to the State. [Exhibit E]

On December 13, 2024, MUSC posted an Intent to Award a contract to Clean Harbor. [Exhibit F]

On December 30, 2024, after timely filing a notice of intent to protest, Trilogy protested

MUSC's intended award. On February 3, 2025, MUSC provided a written response to Trilogy's protest. [Exhibit G]

## DISCUSSION

Trilogy's protest sets forth one ground of protest asserting that Clean Harbor's proposal was not responsive to the solicitations online portal requirements. Part III of the solicitation sets forth the scope of work required of the contractor. Part III(c) states:

### Online Portal

\*\*\*\*

ii. Contractor must have the ability to track waste generation detailed to the site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA, and waste type. These details must be available via online portal as well as included in monthly and quarterly utilization, trending and spend reports as well as on-demand report requests as needed. Reporting on maintenance and audits for monthly chemical inventory is required as well. Reports will be provided to University Risk Management via email by the 5th of each month as well as accurately updated in the portal.

[Exhibit B, p. 19] [highlighting supplied]

Trilogy alleges that in the description of its online portal system, Clean Harbor's proposal fails to describe a system that clearly will "track waste generation detailed to the site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA." Trilogy asserts that this renders Clean Harbor's proposal nonresponsive. The CPO disagrees.

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<sup>2</sup> Exhibit C only includes the first two pages of Amendments 1 and 2. The changes made to the solicitation by these amendments are otherwise irrelevant to this dispute.

A responsive offeror is one “who has submitted a bid or proposal which conforms in material aspects to the invitation for bids or request for proposals.” S.C. Code Ann. §11-35-1410(9). The State may only award a contract to a responsive offeror. S.C. Code Ann. §11-35-1530(9).

The solicitation states:

**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]

[Exhibit B, p. 11] [highlighting supplied]

While Trilogy takes issue with Clean Harbor’s representation that it can “generate reports on waste volumes from specific departments on each campus,” this is merely a description of some of its features and not a limitation on other features, such as tracking by “site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA.”<sup>3</sup> No where in its proposal does Clear Harbor take exception to the solicitation’s requirements. Moreover, it clearly and unambiguously agreed to be bound by the solicitation’s requirements. As required by the solicitation, Clean Harbor included with its proposal a signed copy of page 1 and page 2 of Amendment 2 to the solicitation. The signature page states:

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.

[Clear Harbor Proposal, pdf p. 4]

Clean Harbor signed this form indicating its agreement to be bound by the requirements of the solicitation. *Appeal by Otis Elevator Co.*, Panel Case No. 2017-1. Moreover, Clean Harbor’s proposal states:

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<sup>3</sup> Clean Harbor’s proposal is responsive on its face. Nevertheless, MUSC reviewed a demonstration of Clean Harbor’s system for MUSC, and it clearly showed the ability to “track back to each individual location, The Location (site would be set as MUSC. The Area would be the building and room (including SAA) information.” [Exhibit G]

Clean Harbors has reviewed the requirements of vendors and will meet all your requirements.

[Clear Harbor Proposal, pdf p. 13]

Clean Harbor's proposal goes on to set forth each requirement it will meet and provides a summary explanation for each. On pdf page 13 of its proposal, Clear Harbor quotes the solicitation requirements for the Online Portal checking off each indicating that it will comply. Clean Harbor then proceeds to provide a summary description of its online portal. Nothing in this description takes exception to the solicitation requirements for the online portal. Having agreed in its proposal to be bound by the requirements of the solicitation, Clean Harbor is contractually obligated to provide an online portal meeting the requirements of the solicitation and failure to do so is a breach of contract issue, not a protest issue.<sup>4</sup>

## **DECISSION**

For the forgoing reasons, the CPO denies Trilogy's protest.



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John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

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<sup>4</sup> While the Record of Negotiations state that Clean Harbor will be bound by the requirements of the solicitation, this adds nothing to what Clean Harbor had already agreed to.

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised July 2024)*

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

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1. What is your/your company's monthly income? \_\_\_\_\_

2. What are your/your company's monthly expenses? \_\_\_\_\_

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Sworn to before me this

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

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

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

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

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

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

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

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



December 30, 2024

Kimber H. Craig  
Chief Procurement Officer  
Division of Procurement Services  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201  
**Via e-mail: [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us)**

Re: Protest of Award for Solicitation no. 5400026831  
Description: HAZARDOUS WASTE REMOVAL AND DISPOSAL  
Agency: Medical University of South Carolina  
Posting Date of Award: December 13, 2024

Dear Ms. Craig:

Trilogy Medwaste, Inc. (“Trilogy”), a bidder in the referenced solicitation, hereby submits this protest of the award to Clean Harbors Environmental Services, Inc. (“Clean Harbors”), as authorized by South Carolina Consolidated Procurement Code Section 11-35-4210.<sup>1</sup> Trilogy previously submitted its notice of intent to protest on Friday, December 20, 2024.

The basis of Trilogy’s protest is that Clean Harbors does not meet the Online Portal requirements set forth in Section III(3)(c)(ii) of the Request for Proposal (“RFP”).<sup>2</sup> The relevant requirement is:

Contractor must have the ability to track waste generation detailed to the site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA, and waste type. These details must be available via online portal as well as included in monthly and quarterly utilization, trending and spend reports as well as on-demand report requests as needed. Reporting on maintenance and audits for monthly chemical inventory is required as well. Reports will be provided to University Risk Management via email by the 5th of each month as well as accurately updated in the portal.

In its bid response, Clean Harbors represented that its online portal, Clean Harbors’ Online Services (“CHOS”), allows for the tracking of waste “back to individual cost centers allowing us to report on volumes from specific business units within your locations.”<sup>3</sup> Clean Harbors represents that CHOS will allow MUSC to “be able to generate reports on waste volumes from

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<sup>1</sup> Trilogy partnered with Triumvirate Environmental Services, Inc. for this bid response, and Triumvirate remains Trilogy’s partner for this protest. For purposes of simplicity, Trilogy and Triumvirate will collectively be referred to herein as “Trilogy.”

<sup>2</sup> RFP, page 19.

<sup>3</sup> Clean Harbors’ RFP response, page 13.



specific departments on each campus.” Clearly, department-level tracking and reporting capability does not meet the granular “site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA” level of detail required by the RFP.

In contrast to CHOS’ deficiencies, Trilogy’s ADVISE online waste management tool tracks waste generation detailed to the site, building, room, Satellite Accumulation Area (SAA), and owner of the SAA. All details within ADVISE are available to MUSC via the online portal as well as included in monthly and quarterly utilization reporting. In sum, Trilogy clearly explained in its RFP response that ADVISE will meet all of the RFP’s online portal requirements.<sup>4</sup>

The RFP requires that all offers be responsive, and unequivocally states that an award will not be made on a nonresponsive offer. An offer is nonresponsive if, in pertinent part, it does not unambiguously agree to the solicitation’s material requirements.<sup>5</sup> Trilogy respectfully submits that:

- The requirement that the online portal be capable of providing waste generation tracking detailed to the site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA is mandatory and a material requirement of the solicitation;
- CHOS does not fulfill this material requirement of the solicitation; and,
- As a result, MUSC should disqualify Clean Harbors’ offer as nonresponsive.

Alternatively, if MUSC determines that Clean Harbors’ own language describing CHOS in its bid response is not *per se* disqualifying, Trilogy requests that MUSC allow for a side-by-side demonstration of CHOS and ADVISE. This would allow MUSC to impartially evaluate the capabilities of each online portal and determine which one best meets the material requirements of the RFP.

Please let us know if you need any additional information and keep us apprised of your decision process.

With best regards,

Sincerely,

*Robert Broussard*

Robert Broussard  
Vice-President of Legal  
& General Counsel


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<sup>4</sup> Trilogy’s RFP response, pages 7-9.

<sup>5</sup> RFP, page 13, RESPONSIVENESS (MAR 2024).



# Exhibit B

	<b>Request for Proposal</b>	Solicitation: 5400026831 Date Issued: 05/07/2024 Procurement Officer: Andy Champion Phone: 843-792-1300 E-Mail Address: <a href="mailto:champiow@musc.edu">champiow@musc.edu</a> Mailing Address: University Procurement 1 South Park Plaza, JB402 Charleston SC 29407
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DESCRIPTION: **HAZARDOUS WASTE REMOVAL AND DISPOSAL**  
USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

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

SUBMIT OFFER BY (Opening Date/Time): **06/24/2024 at 11:00 AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **05/22/2024 at 5:00 PM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Electronic Technical Proposal, One (1) Electronic Business Proposal, One (1) Electronic Redacted Copy of Technical Proposal marked "Redacted", One (1) Electronic Redacted Copy of Business Proposal marked "Redacted"**, (See "DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA" Section II.A.)

**Initial here if NO redacted copy is necessary** \_\_\_\_\_

CONFERENCE TYPE: <b>Non-Mandatory Pre-Proposal Conference*</b> DATE & TIME: <b>05/22/2024 at 10:00 am.</b> *Site Visit immediately after conference (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: 261 Calhoun St, Suite 306, Charleston SC 29401 or email <a href="mailto:champiow@musc.edu">champiow@musc.edu</a> for a MS Teams link to attend virtually.
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AWARD & AMENDMENTS	Award will be posted on <b>08/21/2024</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	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 <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

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

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

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

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

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (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 <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> 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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524(5)**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524(5)**

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## **I. SCOPE OF SOLICITATION**

The Medical University of South Carolina is soliciting a Request for Proposal for the collection and disposal of hazardous waste and hazardous materials to include waste chemicals, contaminated debris hazardous and non-hazardous medications, and other types of regulated and non-regulated waste. The hazardous waste generated by MUSC is primarily on the main Charleston, SC Downtown campus; however, off site locations in the surrounding Charleston areas occasionally generate hazardous waste and material which will need to be collected.

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

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

**Start date: 09/03/2024      End date: 09/02/2029**

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

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

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

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

### AMENDMENTS TO SOLICITATION (JAN 2004)

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

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

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

## **AWARD NOTIFICATION (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]

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

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

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

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

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

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

## **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]**

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

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

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

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

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

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://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]

## **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]

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

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

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

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

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

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

## **MULTIPLE OFFERS (MAR 2024)**

Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

## **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]

## **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]

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

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

## **PROTESTS (MAR 2024)**

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within **fifteen** Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within **seven** Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within **fifteen** Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to [DocReq@mmo.sc.gov](mailto:DocReq@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](http://www.procurement.sc.gov/legal) [02-2A085-3]

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

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

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

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

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

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

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

Please address emails to [champiow@musc.edu](mailto:champiow@musc.edu) and put the solicitation number and name in the subject line.

## **REJECTION/CANCELLATION (JAN 2004)**

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

## **RESPONSIVENESS (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]

## **SIGNING YOUR OFFER (JAN 2004)**

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

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

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

## **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]

## **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]

Please notify Procurement Manager at [champiow@musc.edu](mailto:champiow@musc.edu) if you intend to submit a paper offer.

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)**

**Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small**

and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov> [02-2A135-2]

### **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](http://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]

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

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

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

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

Pre-Bid/Proposal Conference Date and Time: **See Cover Page One for Information**

Location of Pre-Bid/Proposal Conference:

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

This solicitation includes a NON-Mandatory Pre-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to attend and participate. The purpose of the Pre-Proposal is to identify items that are in error, unclear, or unduly restrictive as well as discussing the terms and conditions and submittal process. All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

### CONTENTS OF OFFER (RFP) (MODIFIED)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) *If your offer includes any comment over and above the specific information requested in the solicitation, you must include this information as a separate appendix to your offer and clearly state that the following information is something you would like to negotiate if you are the highest ranked Offeror. Offers not in the format stated which include either modifications to any of the solicitation's contractual requirements or an Offerors' standard terms and conditions may be deemed non-responsive and not considered for award. This is not an offer to negotiate, and the Offer may be accepted without opportunity to negotiate.*

### ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

(b) Steps for On-Line Bidding

1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you



will enter and/or upload your offer.

2. Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."
3. Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

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

**Offers with a status of "saved" have not been received.**

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

If you encounter problems submitting your bid, you may:

- i. contact the SCEIS Service Desk at (803) 896-0001 (select option 1 for SCEIS help); or,
- ii. submit a SCEIS Service Desk Vendor Ticket Form: <http://www.sceis.sc.gov/vendorrequests/>

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **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](mailto:protest-mmo@mmo.state.sc.us), or

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

## **SITE VISIT (MODIFIED)**

**A site visit will be held at the conclusion of the pre-proposal conference at the address listed on cover page one.** 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.

Date, Start Time and Location: See Cover Page One for the date, time and location of the pre-proposal conference

### III. SCOPE OF WORK/SPECIFICATIONS

#### 1. Introduction

- a. It is the intent of MUSC to acquire a contractor to provide a full-service solution for management and facilitation of an efficient and compliant Hazardous Waste Program.
  - i. The hazardous waste generated by MUSC is primarily on the main Charleston, SC Downtown campus; however, off site locations in the surrounding Charleston areas occasionally generate hazardous waste and material which will need to be collected. Below is a list of the offsite locations, this is not a full list and may subject to change by adding new location or removing locations. Pick up will be conducted during location normal business hours.

Location

- Lowcountry Children’s Center
- Women’s Services
- HCC Oncology Center
- Family Medicine
- Hollings Cancer Center Oncology
- Employee Health Services
- Dorchester Children’s Center
- Student Health Services
- MUSC Children After Hours
- Children’s After Hours-Summerville
- MUSC-Mother Milk Bank
- MUSC Movement Disorder Clinic
- CFC-North
- MSA/Brentwood/MUSC School Based
- MUSC Children’s After Hours
- MUSC Research MRI
- Summey Medical Pavilion
- MUSC Health Musculoskeletal Institute
- MUSC Health Pulmonary
- Chuck Dawley Medical Pk and Amb Surg
- CSC-Sterile Processing
- MUSC The Navigation Center
- West Ashley Medical Pavilion-New

#### 2. Current Operations (NOTE: this is only for informational purposes only. MUSC encourages to proposers to submit plans for how they feel their organization can best serve the operation.)

- a. **Staffing and Work Schedule:** MUSC University Risk Management (URM) is supported by a contractor that provides (1) full time employee and (1) part-time employee to service both our on-campus and off campus Hazardous Waste needs. Additional labor may be needed to complete inventory, training and other task listed in this contract. The contractor currently is scheduled to pick-up and pack waste on Monday, Tuesday, Wednesday, Thursday and Friday from both the standard scheduled pick-ups as well as the weekly trouble tickets submitted for waste collection. The current schedule for support is arriving no

earlier than 6:30am and working no later than 6:00pm. Times outside of listed business hours will need approval by URM Business Manager, URM Waste Program Manager or an approved designee. Contractor is responsible for shipping out waste at least every other week. Contractor will communicate shipping notification 24 hours prior to shipping with University Risk Management Waste Program Manager or approved designee.

- b. The current contractor works the above sites for standard schedule pick-ups, as well as individual tickets that come in on a daily basis for additional pick-up, lab packs, consolidations and any other hazardous waste support request that is received. All requests received via Fix-It Ticket (MUSC Work-Order System) request must be processed and completed within five business days of being assigned the work order.
- c. MUSC has waste collected on campus five days a week while offsite locations are picked up once every other week, or as needed, based on assessment by MUSC University Risk Management Waste Program Manager or designee and communication is provided to contractor 48 hours prior to scheduled stop for off-site location.
- d. Waste is collected from offsite locations and brought to the Main Accumulation Area (MAA) located at the Charleston Campus for consolidation and additional pick-ups on campus. When applicable waste is consolidated for cost effective storage using approved pour off methods and storage. Hazardous waste is currently shipped from the Main Accumulation Area (MAA) every other Thursday for processing and final destruction.
- e. Weekly performance meetings take place to review prior week's pick-ups, lab safety concerns, identify opportunities for coaching and development for staff and MUSC partners, project planning for future activities, review of pending and completed Fix-It ticket requests and all other items pending for review.

### 3. Requirements

- a. **General.** Contractor must provide all staff, materials, transportation and equipment to perform the following:
  - i. Standard scheduled pick-ups for the collection and disposal of hazardous waste and materials.
  - ii. Training and education for MUSC staff and partners,
  - iii. Compliance and regulatory reporting to include EPA Quarterly Reporting and EPA Biannual Reporting,
  - iv. Chemical inventory audits, service, and all other reports as discussed,
  - v. Specialty support tickets and lab packs to include; waste chemicals, contaminated debris, hazardous and non-hazardous medications, and other types of regulated and non-regulated waste.
  - vi. **Staff and Drivers.** All drivers associated with this contract must have the following:
    - 1. proof of a valid CDL with required Hazardous Material endorsement,
    - 2. proof of training in accordance with 49 CFR Part 126(f),
    - 3. proof of compliance with 40 CFR 397 driver qualifications,
    - 4. be up-to-date with all CDL renewals,
    - 5. must have copies of all traffic and moving violations for the last three (3) years and
    - 6. a copy of a Hazardous Materials Security Plan per 49 CFR Part 107, Subpart G and all subsequent changes.

- vii. Contractor's must be a licensed transporter of hazardous waste and material within South Carolina and transportation services must be in accordance with Department of Transportation Hazardous Materials Regulations 49 CFR 100-199 and complies with federal, state and local requirements regarding EPA and DOT licenses, registrations, permits and exemptions which authorizes transportation of hazardous wastes in the State of South Carolina and any other state the waste may be transported through.
- viii. Contractor must own and operate permitted hazardous waste transport vehicles, which will be used for weekly shipping from MUSC. However, the Contractor may allow a subcontracted, permitted hazardous waste transporter to transport from their treatment storage and disposal facility (TSDF) to subcontracted TSDF.
- ix. Contractor's Level II chemist must possess a Bachelor's Degree in Chemistry or related Health Sciences with two-years of experience in hazardous waste operations or an Associates' Degree in Chemistry or related Health Sciences with two years' experience in hazardous waste operations or three plus years of specialized experience in hazardous waste operation, at which must be approved by University Risk Management Waste Program Manager or approved designee.

**a. Communication**

- i. Upon arriving on campus each week, the contractor will meet with University Risk Management Waste Program Manager or approved designee to discuss any open request, pending request, completion status, etc.
- ii. Contractor shall provide a 24-hour telephone number for emergency response. Contractor shall contact University Risk Management Waste Program Manager or an approved designee within 30 minutes of receiving notification of an emergency.

**b. Documentation**

- i. The Contractor is responsible for providing sequential manifests and completing these for each shipment.
- ii. Contractor must prepare and provide all shipment documentation, including the hazardous waste manifests with MUSC drum/container numbers clearly listed, weight recorded in pounds, land disposal restriction notification forms, underlying hazardous constituent forms, waste profiles/characterizations and bill of lading.
- iii. Contractor is responsible for quoting any sampling and verifying for drum/container specifications at only pre-approved pricing to be reviewed in writing by the Business Manager or the Director of University Risk Management of MUSC or designee within 5 business days of receiving the request.
- iv. Contractors must provide current copies of all applicable EPA approved TSDF permits by January 10th annually.
- v. The Contractor will also be required to complete a Land Disposal Restriction notice for each waste shipment as well as any regulatory required supporting documentation.
- vi. Contractor will be required to complete packing slips and have slips on the outside of each drum.

- vii. The Contractor must receive prior approval from University Risk Management Waste Program Manager and University Risk Management Business Manager or approved designee in writing of all policy or packaging requirement changes and provide all pursuant documentation prior to any adjustments or changes in service.
- viii. Contractor must provide a detailed audit package for any and all facilities that will be used for transport, storage, or disposal of hazardous waste within 90 days of the commencement of the contract and provide all updated documents for review annually by January 10th. The minimum information to be contained in the audit package for each facility must be:
  - 1. Name of facility and owner
  - 2. Facility contact information
  - 3. Facility fact sheet
  - 4. Detailed pictorial tour of the facility
  - 5. Applicable state and federal permits
  - 6. Map showing the location and detailed layout of the facility
  - 7. State and federal regulatory agency inspections for the last three years
  - 8. Any state and federal regulatory agency enforcement actions in the last three years or from earlier inspections that are still pending
  - 9. Certificates of insurance
  - 10. Organizational chart
  - 11. Historic utilization of the property to the original owner, if possible
  - 12. Present utilization of all adjacent property and historic utilization to the original owner, if possible
  - 13. Employee training program
- ix. Contractor must provide a written plan via email for spill cleanup within 30 days of commencement of contract.
- x. Contractor shall provide a written contingency plan for any and all events that may disrupt normal operations including but not limited to road closure due to flooding, inclement weather, and unforeseen events that may arise. Contingency plan must be submitted in writing to University Risk Management for approval by Department Director or designee within 30 days of commencement of contract.

**c. Online Portal**

- i. Contractor must have a system for tracking manifest and manifest return requirements from end facility with online portal access provided for all URM team members who need access to review at no additional cost.
- ii. Contractor must have the ability to track waste generation detailed to the site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA, and waste type. These details must be available via online portal as well as included in monthly and quarterly utilization, trending and spend reports as well as on-demand report requests as needed. Reporting on maintenance and audits for monthly chemical inventory is required as well. Reports will be provided to University Risk Management via email by the 5th of each month as well as accurately updated in the portal.

#### **d. Summary Reporting**

- i. The Contractor will provide an annual and monthly summary, for the purpose of waste reporting and fees. Annual Summary shall be emailed to University Risk Management Waste Program Manager or an approved designee, by January 15th of the following calendar year for the waste generated by the MUSC for the previous calendar year. The Monthly Summary shall be emailed to the University Risk Management Waste Program Manager or an approved designee by the 5th of the following month. The summary report will contain the following line items for each item shipped for each manifested shipment:
  1. Shipment manifest number
  2. Shipment date
  3. MUSC drum/container number
  4. Proper DOT Shipping Name or MUSC waste stream
  5. Container weight (in pounds)
  6. EPA waste codes
  7. Waste disposal method for each manifested item, including final disposal location, address and EPA ID number.

#### **e. Facility Condition**

- i. Contractor will also be responsible for safe storage and maintaining organization and cleanliness of the MA).
- ii. Contractor will be responsible for completing the following within the MAA: Weekly Safety Assessments, Annual Safety Assessments, Weekly Eye Wash Inspection, and providing documentation of the results of these assessments and inspections in writing or via email to the University Risk Management Program Manager or other designee.
- iii. Contractor will maintain an adequately stocked MAA with all supplies and materials needed for storage and transport of Hazardous Waste.

#### **f. Disposal and Destruction**

- i. MUSC mandates the Contractor to not use land disposal in either a secure or unsecured landfill as a final destination of wastes, without prior approval from MUSC Risk Management office. Recycling/reuse, treatment and/or incineration is the preferred method of disposal of all waste streams, in any amounts, which are listed below unless regulatory requirements prohibit. Any extenuating situation outside of this statement must be approved in writing by University Risk Management Director, Business Manager or designee prior to action taking place.
- ii. All wastes must be either recycled or thermally or chemically destroyed. Contractor must be able to transport and dispose of any US Environmental Protection Agency (EPA) characteristic or listed hazardous waste as well as polychlorinated biphenyls (PCBs).
- iii. Contractor must provide a licensed and approved vehicle for transport of hazardous waste from pick-up sites around Charleston Campus to MAA for processing and storage prior to shipment and disposal. This vehicle should be separate from the vehicle used for transporting waste offsite or for final destruction. Parking and all other costs associated with this vehicle will be the responsibility of the contractor.

- iv. Contractor must own and operate a licensed and insured Treatment, Storage and Disposal Facility (TSDF). MUSC will allow the successful Contractor to initially manifest hazardous waste from MUSC to the contractors' TSDF. However, the successful Contractor may manifest waste from their facility to other subcontracted facilities for disposal. MUSC must approve and audit all of the Contractor's sites as well as any subcontracted facilities.
- v. Contractor must be able to transport and dispose of all Resource Conservation and Recovery Act (RCRA) defined wastes, in accordance with federal, state, and local agencies' requirements.
- vi. Contractor must provide final destruction manifest via email or portal upload within 10 days of final destruction of waste.

**NOTE:** Given that MUSC is a teaching and research facility thus, there may be some instances as to where blood or blood by products may be mixed with hazardous chemicals. Contractor must consider the possibility of mixed liquids of biohazard and hazardous chemicals. Contractor must provide a detailed description of acceptable concentration levels.

#### **g. Invoicing and Billing**

- i. Contractor's invoice will be prepared and sent to University Risk Management Office for monthly payment via [urmwasteinvoices@musc.edu](mailto:urmwasteinvoices@musc.edu). Invoices must be itemized per pricing schedule and include the manifest number, drum/container numbers and/or profile numbers, drum/container sizes, quantities of each and unit price as well as location.
- ii. Contractors will invoice all special projects separately in order to successfully track allocated labor hours, waste packing and processing, supplies, and destruction.
- iii. Invoices must be sent in a timely manner, to be received no later than the 15<sup>th</sup> of the month after service.
- iv. Any errors or billing issues must be addresses and corrected prior to payment by University Risk Management to the Contractor.

#### **h. Testing**

- i. Contractor shall provide required pH checks of bulk solvents at no additional costs.

### **4. LAB PACK REQUIREMENTS**

- a. Contractor lead employee must be a Level II Chemist with a minimum two (2) years of field experience of lab packing. Chemist shall possess the physical capabilities to be to push/pull, lift, carry 50 pounds or greater frequently while working independently if needed.
- b. All lab packs offered by MUSC main campus and satellite locations for removal must be prepared on site for final disposition by Contractor Employees and will follow all applicable laws and regulations.
- c. Chemicals are to be separated into compatibility groups in a configuration that will be acceptable for shipment using standard lab pack guidelines. All applicable rules and regulations outlined in 49 CFR Part 173 and 177 must be enforced.
- d. Segregated chemicals that will be packed into drums/containers in accordance with 49 CFR Part 178. All drums/containers offered for shipment will comply with 49 CFR Part 173.12 for shipment of waste

- materials. Chemicals will be packaged using polyethylene, or steel drums. Vermiculite or other suitable absorbents maybe used as a packing material.
- e. Contractor will mark and label drums/containers in accordance with 49 CFR Part 172.400-407 and 40 CFR Part 262. The original hazardous waste label and other markings will be provided by the MUSC University Risk Management office to the location, but will be replaced by contractor's preprinted labels at the time of removal. All labels must be legible and permanently affixed to the drum/container in a conspicuous location.
  - f. The Contractor is responsible for completing a Container Contents Sheets for each lab pack denoting each individual container placed in the lab pack. A copy of this sheet will be placed on the top of each drum/container while in storage and will be updated as containers are added. A duplicate of each sheet will be placed in a binder after all packing is completed on each day which will be maintained in the Main Accumulation Area (MAA). Below is the required information for the container content sheet:
    - i. MUSC drum/container number
    - ii. Drum/container type/gross weight in pounds
    - iii. Proper DOT shipping name
    - iv. UN/NA number
    - v. Packing Group (I, II, III)
    - vi. Number of containers
    - vii. Size/volume of container
    - viii. EPA waste codes
    - ix. Chemist name responsible for packaging drum/container
    - x. Contractor will maintain and provide all packaging, labeling, marking, sorting, manifesting, placarding and transporting supplies with each shipment.
  - g. Contractor must have software to allow for live viewing of inventory within the waste storage area. including viewing of packing slip content.
  - h. Contractor is responsible for notifying MUSC University Risk Management Waste Program Manager or approved designee of any changes that need to be made to any lab pack prior to removal.
  - i. Any waste that has been packed and left in the MAA must have a Container Contents Sheet affixed to the container. Any time the contents of the container are changed, this change must be reflected on the copy of the Container Contents Sheet on top of the container and in the lab pack Container Contents Sheet notebook.
  - j. Contractor must have the ability to pack lab packs over the course of the full length of storage to minimize the economic impact of the disposal of lab packs to MUSC.
  - k. Contractor must have the ability to field test chemicals as needed.
  - l. Contractor is responsible for providing all Contractor Employee PPE, as well as supplies including but not limited to dollies, pallet jacks, carts, printers, labels, manifest paper, and any other operational supplies as needed to be used while operating within MUSC campus.

## **5. HIGH HAZARD CHEMICAL TREATMENT**

- a. Contractor employee must be a Level III Chemist or greater with a minimum five (5) plus years of field experience handling high hazardous chemical or material. Chemist shall possess the physical capabilities



to be to push/pull, lift, carry 50 pounds or greater frequently while working independently if needed

- b. Contractor must be very knowledgeable working with high hazard chemicals. From time to time, MUSC researchers accumulate potentially reactive wastes such as Ether, Picric Acid and Sodium Azide. As these chemicals age, they become unstable and require treatment prior to transport. Therefore, the prospective contractor must be able to safely open these types of containers and treat them so they meet the DOT requirements for transport. This would require, at a minimum, that the prospective contractor have a remotely operated opening device with explosion suppression and trained qualified personnel to operate it, or alternate means of successfully preparing items for safe transport.

## 6. SPECIAL REQUIREMENTS

### a. Spillage and Leakage Reporting

- i. Contractor is solely responsible for all spills and leaks that they cause during the performance of the contract. Contractor shall cleanup spills or leaks to the satisfaction of MUSC University Risk Management personnel in accordance with all applicable state, federal, and local laws and regulations at no additional cost to MUSC.
- ii. Contractor is responsible for reporting all spills regardless of quantity and any personnel exposure to MUSC University Risk Management office (843) 792-3604 or (843) 296-4692 if after hours. Such spills must be reported immediately by telephone and shall be confirmed in writing within a 24-hour period. When reporting a spill, the following information shall be furnished:
  - 1. Item spilled (identification of the material, quantity and manifest number)
  - 2. Incident that cause spill
  - 3. Whether amount spilled is EPA/state reportable and if reported, a copy of the report
  - 4. Exact location of the spill
  - 5. Containment procedures initiated
  - 6. Anticipated clean-up and disposal procedures
  - 7. Disposal location of spill clean-up residue
  - 8. All other pertinent information regarding the spill
- iii. The Contractor shall pack waste in accordance with applicable federal, state and local requirements. Waste may not be returned unless item is improperly packaged. If waste is returned, it will be at the contractor's expense and the contractor will pay all fines issued to MUSC due to improper packaging and shipment of waste. Any non-conforming waste created by MUSC personnel will be billed any additional charges for returning or rerouting the waste.
- iv. The Contractor must keep a spill clean-up kit on their truck at all times which will be able to handle any typical spill that may occur during pick-up, on campus transporting or packing. This kit must be kept in accordance with all Federal, State, and Local requirements.
- v. The Contractor shall dispose of hazardous waste by a method that will leave no future expense potential to the State of South Carolina. The Contractor will hold harmless the State of South Carolina in the event the Contractor incurs additional expense as a result of the Contractor's disposal of the hazardous waste:
  - 1. Recycling of specific chemical to another party other than future use for MUSC.

2. The processing of chemical waste (at a facility approved for such processing by the appropriate state or federal agency) in a manner that renders it no longer hazardous waste as defined in 40 CFR Part 190 to 399. Processes or treatments utilized must correspond to 40 CFR Part 268 which states treatment standard and technologies applicable to each of the MUSC's hazardous wastes.
  
3. Acceptance of MUSC's hazardous property (chemical wastes) at a properly permitted TSDF does not constitute disposal. It is the contractor's responsibility to obtain all necessary documentation to provide that the disposal of all items (as defined in this contract) have been accomplished. This documentation shall be attached to the Certificate of Disposal within 10 days of final destruction via email and portal update.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

**Proposals are to be prepared simply and, in a manner, designed to provide the Medical University of South Carolina with a straightforward presentation of the Offerors capability to satisfy the requirements of this RFP. Elaborate brochures and other promotional materials are not necessary.**

To be considered for award, all proposals must include, as a minimum, the following information. All responses must be presented in the order listed. Offerors must restate each item below and provide their response to that item immediately thereafter. Follow the RFP format below utilizing the same section titles and numbers.

***There is a 10 mb limit on each single upload into SCEIS and a 31-character limit on the Title SCEIS will accept for files uploaded. Example: Company Name Technical Proposal***

Proposals shall be submitted as stated below:

#### **Technical**

One Technical Proposal submitted through SCEIS.

One REDACTED Technical Proposal submitted through SCEIS.

Contractor's Cover Sheet and completed Cover Page 1 and 2 of this solicitation document.

1. **Executive Overview:** Offeror's proposal must include an overview/summary description of its proposed solution and an explanation demonstrating the Offeror's understanding of the needs expressed in this solicitation and how its proposed solution will satisfy the needs of MUSC.
2. Affirm that your Offer complies with all requirements of this solicitation and respond to each item in the **REQUIREMENT** section outlined in Part III. Scope of Work/Specifications contained in this solicitation, point-by-point. Each response should clearly indicate whether your proposal meets or exceeds these minimum requirements, as appropriate. Offerors should explain in detail the method(s) used to meet or exceed each requirement. It is very important to state the RFP requirement and then respond below it.
3. Please include the following information:
  - a. List of all transporters with EPA Identification number to University Risk Management Waste Program Manager or approved designee.
  - b. Written plan for spill cleanup and list of necessary equipment and supplies.
  - c. Written contingency plan for any and all event that may disrupt normal operation including but not limited to: road closure due to flooding, inclement weather, and unforeseen events that may arise.
  - d. Description of any other factors concerning the service plan, personnel and service facilities that will demonstrate the ability to properly maintain the service levels required in this contract

- e. A detailed outline of potential risks that the Contractor must navigate for this contract and describe how the Contractor plans to mitigate said risk.
- f. Detailed training plan for URM staff and lab staff.
- g. List of all disposal sites contractor used to dispose of waste generated by MUSC with audit packages.
- h. Copy of sample reports that will address standards set in Section III. 3.c.ii.

## Experience and Qualifications

Organization background and overview. Offeror shall provide the following background information pertaining to Offerors' firm:

- 4. A brief history and overview of Offerors' company.
- 5. A list of names, titles, and qualifications of key personnel who will be assigned to this project including years of service for each position
- 6. A description of Offerors' qualifications to provide the services (See Section V. Qualifications)
- 7. Background in similar operations. Offeror shall submit a general description of Offerors' background and experience with contracts similar to the size and scope of this project and of the University as follows:
  - a. Provide a complete listing of all current contracts that are similar in nature to the contract requirements of this solicitation. It is preferred that any/all South Carolina universities system partners or other four year universities be included in this list.
  - b. Offeror shall submit a minimum of three references of current or past clients, including the name, address, telephone number and e-mail address of the appropriate contact. The University reserves the right to contact any, all, or none of the references provided pursuant to this section.
- 8. Please submit the following for all Contractor's drivers that will be associated with this contract:
  - a. proof of a valid CDL with required Hazardous Material endorsement,
  - b. proof of training in accordance with 49 CFR Part 126(f),
  - c. proof of compliance with 40 CFR 397 driver qualifications,
  - d. be up-to-date with all CDL renewals,
  - e. must have copies of all traffic and moving violations for the last three (3) years and
  - f. a copy of a Hazardous Materials Security Plan per 49 CFR Part 107, Subpart G and all subsequent changes.
- 9. Contractor's personnel involved with handling, moving, packing, and shipping waste for removal at MUSC must meet, at a minimum, the following training requirements in addition to academic and experience personal shall be current in:
  - a. 40-Hour HAZWOPER (29 CFR 1920.120 and 1200), 49 CFR Part 126(f),
  - b. subsequent annual 8-hour refreshers DOT (49 CFR 172.704),
  - c. and other training documentation specific to Contractor's training program.
  - d. Contractor must be able to provide verification of training to include length of training, location, instructor's qualifications and training updates by any new legislation. Copies of the current training documents which prove compliance with aforementioned regulations are to be submitted.
- 10. Copies of required government permits and approvals for the handling, transport and disposal of hazardous waste.

## Business

One Business Proposal submitted through SCEIS.

One REDACTED Business Proposal submitted through SCEIS.

Offerors are to submit:

Contractor must provide a breakdown of unit pricing for disposal of each type of hazardous waste container, which will include all cost, i.e., transportation, per diem taxes, chemist, method of disposal and surcharges, and must all be inclusive of any subsequent charges. **No additional charges for travel, expenses or waste profiling, stop fees, manifest fees, or any other fees will be accepted.** Please complete Attachment A with your offered pricing. The offered price is to include all costs, with the exception of sales tax, to fully perform the contract for all five years.

### MINORITY PARTICIPATION (DEC 2015)R

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

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

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

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

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

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

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

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

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

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

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

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

[04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):

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

1. Contractor's must be a licensed transporter of hazardous waste and material within South Carolina and transportation services must be in accordance with Department of Transportation Hazardous Materials Regulations 49 CFR 100-199 and complies with federal, state and local requirements regarding EPA and DOT licenses, registrations, permits and exemptions which authorizes transportation of hazardous wastes in the State of South Carolina and any other state the waste may be transported through.
2. Contractor must own and operate permitted hazardous waste transport vehicles, which will be used for weekly shipping from MUSC. However, the Contractor may allow a subcontracted, permitted hazardous waste transporter to transport from their TSDF to subcontracted TSDF.
3. Contractor's Level II chemist must possess a Bachelor's Degree in Chemistry or related Health Sciences with two-years of experience in hazardous waste operations or an Associates' Degree in Chemistry or related Health Sciences with two (3) years' experience in hazardous waste operations or three (3) plus years of specialized experience in hazardous waste operation, at which must be approved by University Risk Management Waste Program Manager or approved designee. Contractor must provide proof of chemist's education, credentials and training.
4. For handling high hazardous chemical or material, Contractor employee must be a Level III Chemist or greater with a minimum five (5) plus years of field experience handling high hazardous chemical or material. Chemist shall possess the physical capabilities to be to push/pull, lift, carry 50 pounds or greater frequently while working independently if needed

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business (es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]

[05-5010-2

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

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

## **VI. AWARD CRITERIA**

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

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

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

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

### **DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)**

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Technical Proposal  
Qualification and Experience  
Price

[06-6065-1]



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

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

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

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

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

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

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

### **CONTRACT 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]

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

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

document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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

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

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

[07-7A020-1]

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

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

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

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

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

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

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

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as

otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

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

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

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

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

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

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

### **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]

### **PUBLICITY (JAN 2006)**

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

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

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using

governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

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

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

### **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

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

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

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

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

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

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

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

### **BADGES (MUSC)**

Contractor shall be responsible for expenses incurred in having all personnel working on the MUSC campus obtain MUSC Identification Badges. This includes a background check and possible Drug and Tuberculosis (TB) Testing. Badges must be obtained prior to contract performance commencement

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

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

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

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

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

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

[07-7B025-1]

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

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

Regulations that must be adhered to include, but are not limited to:

1. 49 CFR Part 172.400-407 and 40 CFR Part 262.
2. DOT HM181 packing requirements
3. 40 CFR Part 190 to 399.
4. 40 CFR Part 268

## CONFERENCE -- PRE-PERFORMANCE (MODIFIED)

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

[07-7B040-1]

## CONTRACTOR'S LIABILITY INSURANCE - GENERAL (MODIFIED)

- (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 **\$2,000,000 per occurrence**. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
- (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- (g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- (h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

## **CONTRACTOR'S OBLIGATION -- GENERAL (MODIFIED)**

The contractor shall provide and pay for all materials, tools, equipment, labor, transportation, disposal, manifests, final disposal certification, 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.

## **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]

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

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

### **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]



## **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]

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

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

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

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

[07-7B160-1]

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

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at **least one hundred twenty (120) days** prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

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

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

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's

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

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

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

## **SMOKING POLICY (MUSC)**

As South Carolina's academic health center and home to the only National Cancer Institute-designated cancer institute in the state, it is a part of our mission to prevent cancer and to lead by example in providing the healthiest environment possible for everyone on our campus. MUSC is a totally tobacco-free campus, since March 1, 2019. Smoking is not permitted in any areas on campus. This includes the use of chewing tobacco and e-cigarettes.

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

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

## **TERM OF CONTRACT -- OPTION TO RENEW (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 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]

## **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 **one hundred (100) days** prior to the expiration of the then current term. [07-7B250-1]

## TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:



Attachment A.xlsx



**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**


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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

[09-9005-5]

# Exhibit C

	<h2 style="margin: 0;">Amendment 1</h2>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Solicitation:</td> <td>5400026831</td> </tr> <tr> <td style="padding: 2px;">Date Issued:</td> <td>06/19/2024</td> </tr> <tr> <td style="padding: 2px;">Procurement Officer:</td> <td>Andy Champion 843-792-1300</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td><a href="mailto:champiow@musc.edu">champiow@musc.edu</a></td> </tr> <tr> <td style="padding: 2px;">E-Mail Address:</td> <td>University Procurement</td> </tr> <tr> <td style="padding: 2px;">Mailing Address:</td> <td>1 South Park Plaza, JB402 Charleston SC 29407</td> </tr> </table>	Solicitation:	5400026831	Date Issued:	06/19/2024	Procurement Officer:	Andy Champion 843-792-1300	Phone:	<a href="mailto:champiow@musc.edu">champiow@musc.edu</a>	E-Mail Address:	University Procurement	Mailing Address:	1 South Park Plaza, JB402 Charleston SC 29407
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E-Mail Address:	University Procurement													
Mailing Address:	1 South Park Plaza, JB402 Charleston SC 29407													

DESCRIPTION: **HAZARDOUS WASTE REMOVAL AND DISPOSAL**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

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

SUBMIT OFFER BY (Opening Date/Time): ~~06/24/2024~~ **07/13/2024 at 11:00 AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~05/22/2024 at 5:00 PM EST~~ **06/21/2024 at 5:00 PM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Electronic Technical Proposal, One (1) Electronic Business Proposal, One (1) Electronic Redacted Copy of Technical Proposal marked "Redacted", One (1) Electronic Redacted Copy of Business Proposal marked "Redacted"**, (See "DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA" Section II.A.)  
**Initial here if NO redacted copy is necessary \_\_\_\_\_**

<p>CONFERENCE TYPE: <del>Non-Mandatory Pre-Proposal Conference*</del>          DATE &amp; TIME: <del>05/22/2024 at 10:00 am.</del>  <del>*Site Visit immediately after conference</del> (As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION:  <b>261 Calhoun St, Suite 306, Charleston SC 29401</b> or email <a href="mailto:champiow@musc.edu">champiow@musc.edu</a> for a MS Teams link to attend virtually.</p>

<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>08/21/2024</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR  <small>(full legal name of business submitting the offer)</small>	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  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE  <small>(business title of person signing above)</small>	STATE VENDOR NO.  <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
PRINTED NAME  <small>(printed name of person signing above)</small>	STATE OF INCORPORATION  <small>(If you are a corporation, identify the state of incorporation.)</small>

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

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

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

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

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (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 <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> 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


<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524(5)**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524(5)**

\_\_\_\_\_



	<b>Amendment 2</b>	Solicitation: 5400026831 Date Issued: 07/09/2024 Procurement Officer: Andy Champion Phone: 843-792-1300 E-Mail Address: <a href="mailto:champion@musc.edu">champion@musc.edu</a> Mailing Address: University Procurement 1 South Park Plaza, JB402 Charleston SC 29407
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**“Submit Offer By” date has been changed to 7/16/2024**

DESCRIPTION: **HAZARDOUS WASTE REMOVAL AND DISPOSAL**  
USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

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

SUBMIT OFFER BY (Opening Date/Time) ~~07/13/2024~~ **07/16/2024** at 11:00 AM EST (See "Deadline For Submission Of Offer" provision)

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PRINTED NAME  <small>(printed name of person signing above)</small>	STATE OF INCORPORATION  <small>(If you are a corporation, identify the state of incorporation.)</small>

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

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

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <p align="right">_____ Area Code - Number - Extension Facsimile</p> <p align="right">_____ E-mail Address</p>
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<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address <b>(check only one)</b></p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>___ Order Address same as Home Office Address ___ Order Address same as Notice Address <b>(check only one)</b></p>
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<b>ACKNOWLEDGMENT OF AMENDMENTS</b>							
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

<p><b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524(5)**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524(5)**

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# Exhibit D

**University Procurement**  
1 South Park Circle  
JB402  
Charleston, SC 29407

## **Register of Proposals**

Solicitation: 5400026831

Description: HAZARDOUS WASTE REMOVAL AND DISPOSAL

Date: 7/16/2024

Time: 11:03 AM

The following proposals were received:

Clean Harbors Environmental

Stericycle Inc.

Heritage Environmental Services

Tradebe Environmental Services

Trilogy Medwaste Southeast LLC

Clean Earth Environmental Solutions

Procurement Manager: Andy Champion

Witness: Ray Brindle



# Exhibit E

PROPOSAL EVALUATION RESULTS											
<b>Request for Proposal</b>	5400026831	Hazardous Waste									
<b>Date</b>	10/9/2024										
<b>Tradebe</b>						<b>Stericycle</b>					
		Max Points	Seth Hatt	Leaeryn Moore	Total			Max Points	Seth Hatt	Leaeryn Moore	Total
Technical Proposal		50	35	34	69.0	Technical Proposal		50	41	30	71.0
Offerors Experience/Qualifications		30	27	21	48.0	Offerors Experience/Qualifications		30	24	20	44.0
Business Proposal		20	17.34	17.34	34.7	Business Proposal		20	12.62	12.62	25.2
	<b>Sum</b>	<b>100</b>	<b>79.34</b>	<b>72.34</b>	<b>151.7</b>		<b>Sum</b>	<b>100</b>	<b>77.62</b>	<b>62.62</b>	<b>140.2</b>
<b>Trilogy</b>						<b>Clean Earth</b>					
		Max Points	Seth Hatt	Leaeryn Moore	Total			Max Points	Seth Hatt	Leaeryn Moore	Total
Technical Proposal		50	45	43	88.0	Technical Proposal		50	42	36	78.0
Offerors Experience/Qualifications		30	25	29	54.0	Offerors Experience/Qualifications		30	26	22	48.0
Business Proposal		20	16.73	16.73	33.5	Business Proposal		20	17.05	17.05	34.1
	<b>Sum</b>	<b>100</b>	<b>86.73</b>	<b>88.73</b>	<b>175.5</b>		<b>Sum</b>	<b>100</b>	<b>85.05</b>	<b>75.05</b>	<b>160.1</b>
<b>Clean Harbors</b>											
		Max Points	Seth Hatt	Leaeryn Moore	Total						75.05
Technical Proposal		50	44	43	87.0						
Offerors Experience/Qualifications		30	28	25	53.0						
Business Proposal		20	20	20	40.0						
	<b>Sum</b>	<b>100</b>	<b>92.0</b>	<b>88.0</b>	<b>180.0</b>						
	<b>Cost Ranking</b>	<b>Score</b>	<b>Pricing</b>								
	<b>Lowest Price:</b>	<b>20</b>	<b>\$4,419,799.72</b>								
	Trilogy	16.73	\$ 5,285,177.00				Ranking of Proposers				
	Tradebe	17.34	\$ 5,097,899.17			1	Clean Harbors	180.0			
	Clean Harbors	20.00	\$ 4,419,799.72			2	Trilogy	175.5			
	Clean Earth	17.05	\$ 5,184,605.13			3	Clean Earth	160.1			
	Stericycle	12.62	\$ 7,003,887.33			4	Tradebe	151.7			
						5	Stericycle	140.2			
	Clean Harbors	Clean Earth	Trilogy	Stericycle	Tradebe						
Year 1	\$ 806,148.00	\$ 913,626.00	\$ 970,127.50	\$ 1,254,906.68	\$ 906,875.00						
Year 2	\$ 806,148.00	\$ 959,307.30	\$ 997,913.50	\$ 1,305,102.95	\$ 952,218.75						
Year 3	\$ 890,545.98	\$ 1,050,490.67	\$ 1,068,166.00	\$ 1,420,794.87	\$ 1,027,387.68						
Year 4	\$ 935,097.07	\$ 1,103,015.20	\$ 1,106,482.00	\$ 1,481,903.35	\$ 1,078,745.51						
Year 5	\$ 981,860.67	\$ 1,158,165.96	\$ 1,142,488.00	\$ 1,541,179.48	\$ 1,132,672.23						
	\$ 4,419,799.72	\$ 5,184,605.13	\$ 5,285,177.00	\$ 7,003,887.33	\$ 5,097,899.17						



**Medical University of South Carolina**

1 South Park Plaza, JB402  
Charleston SC 29407

**Intent to Award**

Posting Date: December 13, 2024

**Solicitation: 5400026831**

**Description: HAZARDOUS WASTE REMOVAL AND DISPOSAL**

**Agency: Medical University of South Carolina**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective , **December 30th, 2024**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

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

**Contract Number:** 4400036290

**Awarded To:** CLEAN HARBORS ENVIRONMENTAL (7000116558)  
SERVICES INC  
42 LONGWATER DR.  
NORWELL MA 02061

**Estimated Contract Value:** \$ 4,419,799.72

**Maximum Contract Period:** February 1st, 2025 through January 31st, 2030

Item	Description	Unit Price	Total
00001	Total Price YEAR 1	\$ 806,148.00	\$ 806,148.00
00002	Total Price YEAR 2	\$ 806,148.00	\$ 806,148.00
00003	Total Price YEAR 3	\$ 890,545.98	\$ 890,545.98
00004	Total Price YEAR 4	\$ 935,097.07	\$ 935,097.07
00005	Total Price YEAR 5	\$ 981,860.67	\$ 981,860.67

*Andy Champion*  
**Procurement Officer**  
Andy Champion, CPPB

# Exhibit G

## Background

- On May 7<sup>th</sup>, 2024, The Medical University of South Carolina (MUSC) issued a Request for Proposals (RFP) for Hazardous Waste Removal and Disposal.
- On June 19<sup>th</sup>, 2024, MUSC issued Amendment 1 with modifications to the RFP and answered supplier questions.
- On July 9<sup>th</sup>, 2024, MUSC issued Amendment 2 to change the submission deadline to July 16<sup>th</sup>, 2024
- On July 16<sup>th</sup>, 2024, MUSC received six proposals including one from Trilogy
- On August 15<sup>th</sup>, 2024, MUSC University Procurement distributed all responsive proposals to the Evaluation Committee.
- On September 10<sup>th</sup>, 2024, the Evaluation Committee met to review and score the technical proposals. Items were found that necessitated Discussions.
- MUSC asked the Chief Procurement Officer (CPO) permission to enter Discussions on September 12<sup>th</sup>, 2024 and received that permission on September 16<sup>th</sup>, 2024.
- On October 15<sup>th</sup>, 2024, the Evaluation Committee reconvened to complete scoring.
- On December 13<sup>th</sup>, 2024, MUSC published a Notice of Intent to Award to Clean Harbors
- On December 30<sup>th</sup>, 2024, Trilogy submitted their grounds for protest.

## Trilogy's Protest

In its bid response, Clean Harbors represented that its online portal, Clean Harbors' Online Services ("CHOS"), allows for the tracking of waste "back to individual cost centers allowing us to report on volumes from specific business units within your locations." Clean Harbors represents that CHOS will allow MUSC to "be able to generate reports on waste volumes from specific departments on each campus." Clearly, department-level tracking and reporting capability does not meet the granular "site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA" level of detail required by the RFP. "

## Section III(3)(c)(ii) of the Request for Proposal

*"Contractor must have the ability to track waste generation detailed to the site, building, room, Satellite Accumulation Area (SAA) and owner of the SAA, and waste type. These details must be available via online portal as well as included in monthly and quarterly utilization, trending and spend reports as well as on-demand report requests as needed. Reporting on maintenance and audits for monthly chemical inventory is required as well. Reports will be provided to University Risk Management via email by the 5th of each month as well as accurately updated in the portal. "*

## Response

As Clean Harbors stated in our response, "we have reviewed the requirements of vendors and will meet all your requirements" (Clean Harbors Proposal, page 8).

Clean Harbors has fully customizable "Parent" and "Child" Area and Cost Center tracking. Area and Cost Centers are customizable based on our customers' unique requirements.

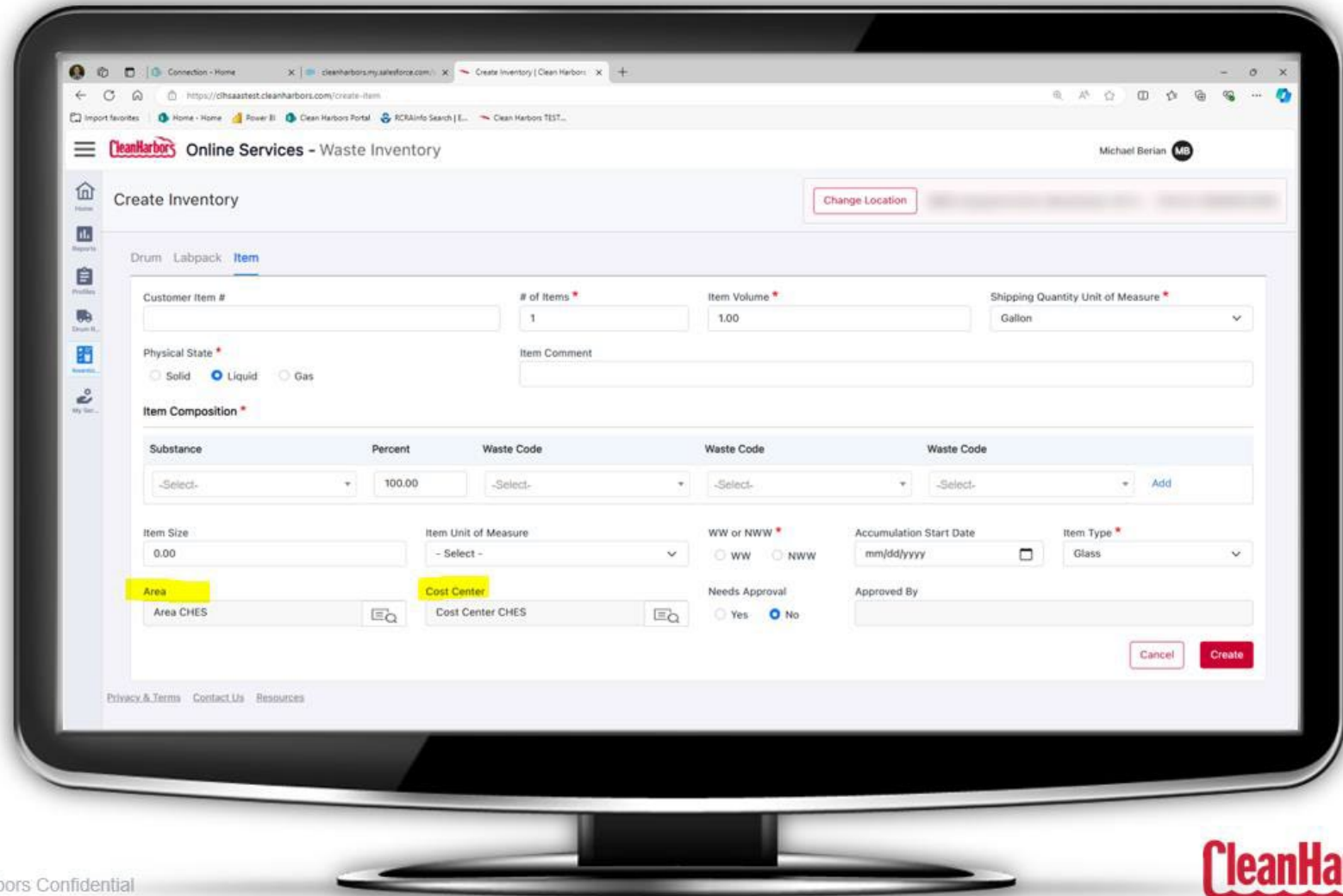
Our InSite and Field Personnel load the Area and Cost Center (see Fig 1) information into Clean Harbors Online Portal (CHOS) during our program implementation. These will then be accessible via a drop-down menu bar. For a large university and/or medical campus looking to track back to each individual location, The Location (site) would be set as MUSC . The Area would be the building and room (including SAA) information. The Cost Center would be a unique identifier with owner information. This would also show the waste type (see screen shots below).

Customers with Area and Cost Center tracking can access an Area and Cost Center Report via CHOS where the real time data is accessible at all times. MUSC users can extract reports with a specified date range and waste types.

The screen shots below show data entry screens with the Area and Cost Center fields, as well as a sample report highlighting a subset of the detailed waste and Area and Cost Center information highlighted. You can also see from the report in Figure 2 that all the department, building and room level track and reporting capabilities are there.

After Trilogy protested the award, Clean Harbors conducted a demonstration of the CHOS system for MUSC and subsequently were fully confident that it passed the requirements set forth in the RFP.

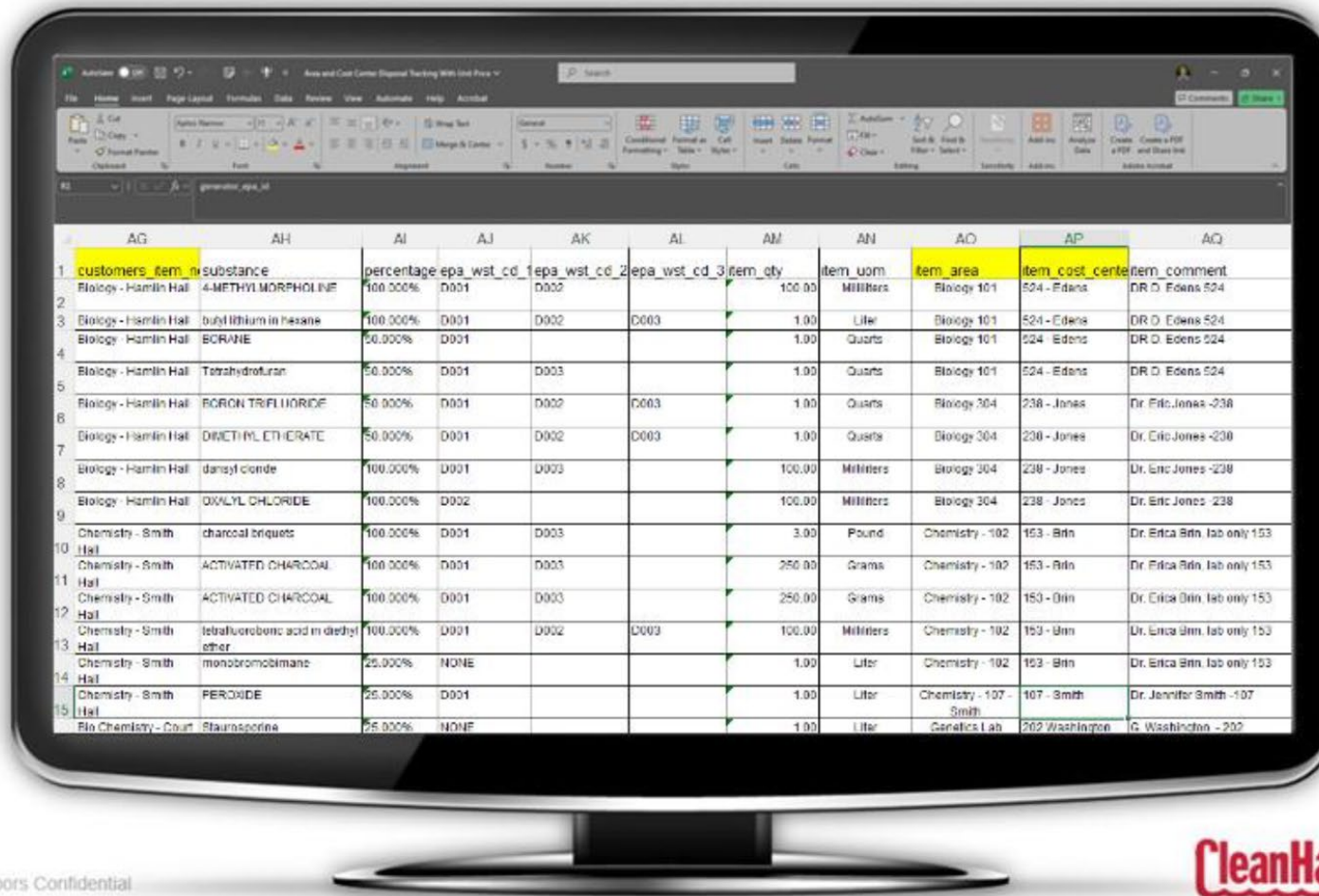




Clean Harbors Confidential



Fig 1



Clean Harbors Confidential



Fig 2

