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THE DIVISION OF PROCUREMENT SERVICES

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CHAIRMAN, SENATE FINANCE COMMITTEE

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CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE  
EXECUTIVE DIRECTOR

## Protest Decision

**Matter of:** Powerhouse Recycling, Inc., Iron Mountain Information Management Services, Inc., and Intelligent Lifecycle Solutions, LLC

**File No.:** 2026-213

**Posting Date:** January 7, 2026

**Contracting Entity:** State Fiscal Accountability Authority, Division of Procurement Services

**Solicitation No.:** 5400028747

**Description:** State Term Contract – Electronic Equipment Recycling

### DIGEST

Protest by Powerhouse Recycling, Inc. (Powerhouse) granted where a correction of mistake in bid is allowed by the Procurement Code and correction causes the protestant to have the low bid. Protests by Iron Mountain Information Management Services, Inc., (bid mistake not clearly evident) and Intelligent Lifecycle Solutions, LLC (nonresponsive) are denied.

### AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer (CPO) conducted an administrative review of protests filed by Powerhouse Recycling, Inc. (Powerhouse), Iron Mountain Information Management Services, Inc. (Iron Mountain), and Intelligent Lifecycle Solutions, LLC (ILS), which are attached as Exhibits A, B, and C respectively. This decision is based on materials in the procurement file and applicable law and precedents.

## **BACKGROUND**

On September 18, 2025, the State Fiscal Accountability Authority, Division of Procurement Services (DPS) issued a solicitation for bids for management of non-residential serviceable surplus electronic equipment and unserviceable electronic waste (the Services). [Exhibit D]<sup>1</sup> On September 17, 2025, DPS issued Amendment 1 replacing the original solicitation in its entirety. [Exhibit E] On October 17, 2025, DPS issued Amendment 2 to replace the weighted bid schedule in the original solicitation with “Amend #1 Weighted Bid Schedule.” [Exhibit F]. All references hereinafter to the solicitation are to Amendment 1 and Amendment 2 combined.

By the deadline for receipt of bids, DPS received five bids. [Exhibit G] On December 11, 2025, DPS posted a notice of its intent to award a contract to QGistix, LLC dba Green Wave Electronics (Geen Wave) [Exhibit H] These protests ensued.

## **DISCUSSION**

The solicitation addressed the basis of award stating:

### **VI. AWARD CRITERIA**

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

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

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

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

#### **CALCULATING THE LOW BID**

**The low bid will be the bid with the lowest Weighted Grand Total.** The Weighted Grand Total will be the sum of the Extended Prices of line items 1-7 as entered on the “Weighted Bid Schedule.” The Extended Price for each line will be calculated by multiplying the offered Unit Price by the corresponding Estimated Annual Volume.

**Note: A negative Unit Price indicates payment from Contractor to UGU. A positive Unit Price indicates payment from UGU to Contractor.** The Unit Prices, Extended Prices, and the Weighted Grand Total may be positive or negative numbers.

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<sup>1</sup> Since a subsequent amendment replaced the original solicitation in its entirety, the CPO only includes the first four pages for the original solicitation in Exhibit D.

[Exhibit E, p. 20 (pdf p. 22)] [highlighting supplied]

However, there were no instructions on the Weighted Bid Schedule instructing bidders on how to fill out the schedule. [Exhibit F, pdf p. 4] Both Powerhouse and Iron Mountain claim a mistake in bid in that their bid prices were the opposite of that provided for in the solicitation. In other words, for them a negative unit price indicated a payment from the UGU to the contractor and a positive unit price indicated payment from the contractor to the UGU. Under this approach the highest bid would be most advantageous to the State. Both attribute this mistake to a lack of instructions on the Weighted Bid Schedule and industry practice. However, Powerhouse also points out that it placed a notation on its bid explaining what it did and that the State should correct its bid per Regulation 19-445.2085(B). [Exhibit I] The Procurement Code allows “[c]orrection … of inadvertently erroneous bids before or after award … in accordance with regulations promulgated by the board. Regulation 19-445.2085(B) states:

Correction or Withdrawal of Bids; Cancellation of Awards.

B. Correction Creates Low Bid.

To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

If the State corrects Powerhouse’s bid as requested, it will become the low bidder; therefore, per this Regulation, Powerhouse’s mistake and the amount of the correction must be clearly evident from examining its bid. Otherwise, correction is not an appropriate remedy.

Powerhouse did note on its bid that “(-) = charge,” that is that a negative price equals a charge to the UGU. It follows that positive price represented a payment to the UGU. Thus, Powerhouse argues, its weighted grant total of \$197,000 should not be consider a charge to the State but a payment to the State. The CPO agrees that Powerhouse’s notation on its bid provides sufficient evidence on its bid of Powerhouse’s bid mistake and correction warranting a correction due to mistake. After correction, Powerhouse’s weighted grand total bid price is (\$197,000), \$134,600 lower than Green Wave’s weighted grand total bid price of (\$62,400).

While the CPO does not doubt that Iron Mountain made the same mistake as Powerhouse and its intended bid price was (\$182,475), evidence of Iron Mountain’s intent on the face of its bid is

lacking.<sup>2</sup> [Exhibit J] One may only arrive at the fact of a mistake and the correction by looking at the bids of other bidders.

Finally, both Iron Mountain and ILS claim they bid a unit price of \$0.00 for some items and a price of \$0.00 should be considered responsive. [Id. and Exhibit K] Because the cells for entering unit prices in the Weighted Bid Form were formatted for “accounting,” upon entering \$0.00 the form shows “\$ - .” According to Iron Mountain’s protest, the Procurement Officer told it that a bid price on the bid form of “\$ - “ renders a bid nonresponsive for failure to provide a unit price for all line items. The CPO could find no instructions informing bidders that they could not bid a price of zero for some line items and finds that in the context of this procurement such pricing on some line items may be appropriate. Nonetheless, it is not clear that ILS bid a unit price of \$0.00 for line item 2 rather than no bid price. ILS’s weighted bid form does not show “\$ - ,” which is what one would expect if it bid a unit price of \$0.00. Instead, the cell for listing a unit price is blank indicating ILS failed to bid this item altogether. [Id.] Thus the Procurement Officer’s finding of nonresponsiveness in ILS’s case appears to be warranted.<sup>3</sup> [Exhibit L]

## DECISION

For the foregoing reasons, the CPO grants the protest of Powerhouse and remands this matter to DPS to proceed in accordance with the Procurement Code.



John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

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<sup>2</sup> Even if there were evidence of Iron Mountain’s intent on the face of the bid, it still would not have been the low bidder.

<sup>3</sup> Even if assume ILS meant to bid \$0 and not submit a no bid, it still would not have been the low bidder.

## **STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**

*Protest Appeal Notice (Revised July 2025)*

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 2025 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 Globals, 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 366, Columbia, SC 29201**

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**Name of Requestor**

## Address

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City	State	Zip
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## Business Phone

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

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

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

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

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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## Notary Public of South Carolina

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**Requestor/Appellant**

My Commission expires:

For official use only:  Fee Waived  Waiver Denied

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### Chairman or Vice Chairman, SC Procurement Review Panel

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

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

# Exhibit A

**From:** [Garrett Powell](#)  
**To:** [Protest-MMO](#)  
**Cc:** [Speakmon, Michael](#)  
**Subject:** [External] Formal Protest - STC Electronic Equipment Recycling  
**Date:** Thursday, December 11, 2025 3:35:11 PM  
**Attachments:** [Outlook-A green an.png](#)  
[PHR Bid Schedule.xlsx](#)  
**Importance:** High

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Hi Chief Procurement Officer, Materials Management Office,

I am writing this afternoon to submit a formal protest by way of this email in regards to the award for the State of South Carolinas bid, STC Electronic Equipment Recycling.

Upon reviewing the award, we are wondering how we couldn't have been awarded or even contacted with significantly better pricing offered. Powerhouse submitted a pricing structure that would have netted the state of South Carolina \$197,000 annually. I have included our pricing submitted for review. When I review the awarded bid, it will only net the state \$62,400.00, a significant decrease. In terms of other qualifications, PHR is an R2v3, e-Stewards, and NAID AAA certified recycler, well exceeding certification requirements for this contract. We are also based in the Carolinas with a large existing network of clients throughout SC, and currently hold 3 state contracts in the region (NC, VA, KY).

We would like to kindly ask that the award be considered for review since we hold higher qualifications and submitted pricing that would net the state over 3x in revenue annually.

Thank you in advance for your time and consideration. I remain available for any questions.

Sincerely,

Garrett Powell // Director, Sourcing and Client Services



**e-Stewards Certified | R2v3 Certified | ISO 9001 Certified | ISO 14001 Certified | ISO 45001 Certified | NAID AAA Certified**

P: 704.322.3093 | TF: 1-855-MYECYCLE | C: 704.762.0771

HQ/Recycling Campus 2: 1325 Litton Drive, Salisbury, NC 28147

*Recycling Campus 1: 220 Ryan Patrick Drive, Salisbury, NC 28147*

**From:** [Garrett Powell](#)  
**To:** [Protest-MMO](#)  
**Cc:** [Speakmon, Michael](#)  
**Subject:** [External] Re: Formal Protest - STC Electronic Equipment Recycling  
**Date:** Friday, December 12, 2025 8:00:18 AM  
**Attachments:** [Outlook-A green an.png](#)  
[Outlook-A green an.png](#)

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Good morning,

After further review of our submittal, along with the solicitation we believe that our submitted bid schedule represented a payment to a UGU as a positive, and a charge to a UGU as a negative. Section VI. Award Criteria states that pricing should be submitted in opposite format and we recognize that mistake on our part.

**We ask that this be given special review and reconsidered based on the following:**

- Below our company name in our pricing submittal, we clearly stated that "() represents a charge". We understand this differed than what was requested; however, it's clearly an error as we are used to seeing the note from the award criteria on the bid schedule itself. We provided the basis of our pricing on the bid schedule in an effort to avoid confusion. We are not making this argument after the fact, its shown on our submitted bid schedule.
- The difference in revenue the State of South Carolina would collect is significant. Not awarding PHR this contract results in a net revenue loss to the State of South Carolina of \$673,000.00 over 5 years, negatively impacting UGUs across the state for years to come.

Powerhouse made a significant effort to offer the State of South Carolina an exceptional proposal with competitive pricing. We are kindly asking for further consideration over an honest mistake and appreciate any grace extended in the process.

Again, thank you for your consideration. I am available if you have any questions or would like to discuss further over the phone/TEAMS.

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*Recycling Campus 1: 220 Ryan Patrick Drive, Salisbury, NC 28147*

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**From:** Garrett Powell <gp@powerhouserecycling.com>  
**Sent:** Thursday, December 11, 2025 3:32 PM  
**To:** protest-mmo@mmo.sc.gov <protest-mmo@mmo.sc.gov>  
**Cc:** Speakmon, Michael <mspeakmon@mmo.sc.gov>  
**Subject:** Formal Protest - STC Electronic Equipment Recycling

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**Subject:** [External] Re: Formal Protest - STC Electronic Equipment Recycling  
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*P: 704.322.3093 | TF: 1-855-MYECYCLE | C: 704.762.0771*

*HQ/Recycling Campus 2: 1325 Litton Drive, Salisbury, NC 28147*

*Recycling Campus 1: 220 Ryan Patrick Drive, Salisbury, NC 28147*

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**From:** Garrett Powell <gp@powerhouserecycling.com>

**Sent:** Thursday, December 11, 2025 3:32 PM

**To:** protest-mmo@mmo.sc.gov <protest-mmo@mmo.sc.gov>

**Cc:** Speakmon, Michael <mspeakmon@mmo.sc.gov>

**Subject:** Formal Protest - STC Electronic Equipment Recycling

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*P: 704.322.3093 | TF: 1-855-MYECYCLE | C: 704.762.0771*

*HQ/Recycling Campus 2: 1325 Litton Drive, Salisbury, NC 28147*

*Recycling Campus 1: 220 Ryan Patrick Drive, Salisbury, NC 28147*

# Exhibit B

**From:** [Padgett, Joel](#)  
**To:** [Protest-MMO](#)  
**Cc:** [Cary Smith](#)  
**Subject:** [External] Intent to Protest (Solicitation 5400028747)  
**Date:** Monday, December 15, 2025 9:25:35 AM  
**Attachments:** [image.png](#)

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To whom it may concern,

We (Iron Mountain ALM) were notified on December 11, 2025 of the State of South Carolina's intent to award the STC ELECTRONIC EQUIPMENT RECYCLING bid to Greenwave Electronics despite our (Iron Mountain ALM) having the most favorable bid to the State of South Carolina. I inquired of the contract manager, Michael Speakmon, why the award was intended to go to an inferior bid, and was informed that, because Iron Mountain bid "\$0.00" (No cost or 'Free Recycling') on two of the line items, "CRT Televisions and monitors" and "Non-CRT televisions and monitors", those zero dollar bids were perceived to be 'No-bid' line items and hence the bid was considered to be non-responsive. Those two line items should have been recorded as zero dollar prices, not no-bids.

Also, there was a mistake on the part of the Iron Mountain proposal team in the manner in which the payments to the State were stated on the bid form. We stated the payments, or purchase prices per pound, in a positive value, when they should have been stated as a negative value to indicate payment to the State. By leaving the parenthesis off of the line-item pricing, our rates were perceived to be a 'charge' to the State, when we (Iron Mountain ALM) intend to pay the State for those product categories. We acknowledge our mistake in the way that those rates were stated, but want to point out that it is VERY UNCOMMON for positive value recovery amounts to the bid requestor to be requested in a negative format on any bid or RFP request. The bottom line is that Iron Mountain intends to pay the State of South Carolina three times the amount that Greenwave Electronics has offered.

All of this will be detailed in our formal protest later this week.

Best Regards,

Joel

**Joel Padgett**

Enterprise Development Manager, ALM

Cell: 770-540-8309 | Office: 706-525-3050 Ext: 415



The information contained in this email message and its attachments is intended only for the private and confidential use of the recipient(s) named above, unless the sender expressly agrees otherwise. Transmission of email over the Internet is not a secure communications medium. If you are requesting or have requested the transmittal of personal data, as defined in applicable privacy laws by means of email or in an attachment to email, you must select a more secure alternate means of transmittal that supports your obligations to protect such personal data.

If the reader of this message is not the intended recipient and/or you have received this email in error,

you must take no action based on the information in this email and you are hereby notified that any dissemination, misuse or copying or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by email and delete the original message.

# Exhibit C

**From:** [Graham Davy](#)  
**To:** [Protest-MMQ](#)  
**Cc:** [Jake Kilgus](#); [Gerald Davies](#); [Justin Amiro](#)  
**Subject:** [External] Protest : Solicitation: 5400028747 STC ELECTRONIC EQUIPMENT RECYCLING  
**Date:** Wednesday, December 17, 2025 2:27:05 PM  
**Attachments:** [image001.png](#)  
[SC ILS weight Bid Sheet.xlsx](#)  
[Screenshot ILS Bid Weighted Grand Total.png](#)  
[Video showing ILS Zero unit price is acceptable in bid spreadsheet.mp4](#)  
[Purchase Order - PO06139 USC Cons Svcs.pdf](#)  
[Purchase Order - PO04597 IRS.pdf](#)  
[Purchase Order - PO06960 Orangeburg County.pdf](#)  
[Purchase Order - PO00157 Lexington County.pdf](#)

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To : Chief Procurement Officer, Materials Management Office, SFAA, Div. of Procurement Services.

Further to the Intent to Protest email sent yesterday 12/16/2025, please accept this email as a Formal Protest relating to the Award of Solicitation 5400028747 STC ELECTRONIC EQUIPMENT RECYCLING, Statewide Term Contract, on behalf of Intelligent Lifecycle Solutions, LLC. (ILS). As the intent to award date was posted on December 11, 2025, this Formal Protest is submitted within the 15 day time period allowed from posting date, in accordance with Section 11-35-4210. There are seven attachments and one embedded picture in this protest.

### **Grounds for Protest:**

In summary, the reason for ILS' protest is that ILS submitted the most competitive bid for the above Statewide Term Contract at \$138,600 revenue to the State. Instead, an intent to award has been given to an out-of-State bidder at a revenue of only \$62,400 to the State of SC, a factor of 2.2 times lower. The reasons given for ILS failing in its bid is that the Procurement Officer adjudged the ILS bid to be non-responsive as one of the prices in the 8 separate line entries was alleged to have been left blank. This is **not** correct. The particular line entry in question was entered at zero, for the simple reason that this is what ILS values the grade at, on a collected basis. The Procurement Officer has made no allowance that entering a zero price for a line entry is perfectly acceptable in the e-scrap recycling sector. ILS is therefore protesting against a decision that its bid is non-responsive when ILS actually submitted a zero for one of the line entries. Further, ILS refutes the Procurement Officer's claim that a zero bid in any event would not be considered as acceptable. IF a zero price is not acceptable, then the Procurement Officer should have made that very clear at the outset of the solicitation. It was not ever stated by the State that a zero price entry on a line item would not be acceptable. Ignorance of the common application of zero prices in the electronic recycling marketplace is no defence for the State Procurement Office without publicly declaring it before bid.

### **Relief Requested:**

ILS seeks to reverse the intent to award, based on simple common sense, ie that the ILS bid is a sound submission. The ILS bid should be immediately allowed as responsive and be awarded the contract, based on best value to the State of SC, a contract it has grown from inception 10 years ago (two x 5 year terms) bringing on hundreds of SC government entities from a starting point of zero.

### **Background:**

ILS operates in the rural area of Williston, Barnwell County, SC. It employs over 30 staff, 90%+ of whom are African American. The contract currently provides over 50% of ILS' weight inbound, so the loss of this contract will have a dramatic impact upon employment numbers. It cannot be in the interests of the State

nor ILS for the contract to be serviced by an out-of-state recycler. ILS has been the vendor for the State electronic equipment Recycling Contract since its inception and has developed relationships with UGUs throughout the State, satisfying both recycling and data destruction service requirements. Further, the loss of this material will harm the State's ability to be proactive in the recovery of rare earth magnets from e-scrap, an initiative in which ILS leads in this emerging market, and one that is central to the self-sufficiency of the USA in its critical materials strategy, led by POTUS.

In fuller detail, this formal protest includes videos and attachments relating to the submission and correspondence with the Procurement Officer.

The first issue ILS has in its protest is that its bid was deemed non-responsive because “*the offer did not include pricing for one of the line items which (you) can see in the screenshot*”. This is a direct quote from a telephone conversation and an email received from the Procurement Officer Michael Speakmon on Friday 12/12 after the intent to award was advised on 12/11. **This is categorically a FALSE and ERRONEOUS statement.** This is simply a function of how the State’s bid spreadsheet is formatted. A price WAS entered into the online price bid spreadsheet. The unit price entered was **zero** for that grade. This is clearly seen in the screenshot below, circled red, relating to the dash (‘ \$ - ’) in Cell D8, the supposedly blank entry. The formatting of the State’s online bid spreadsheet converts the zero to a dash in the cell ie ‘ – ‘. **However it was not left blank. It is was entered as zero.**

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL VOLUME (LBS)	UNIT PRICE	EXTENDED PRICE
1	Cathode Ray Tube (CRT) containing televisions and monitors	40,000	\$ 0.250	\$ 10,000.000
2	Non-CRT televisions & monitors	130,000	\$ -	\$ -
3	Intact Computers and Servers <sup>1</sup>	35,000	\$ (0.800)	\$ (28,000.000)
4	Harvested Computers & Servers	75,000	\$ (0.400)	\$ (30,000.000)
5	Hard Drives	18,500	\$ (1.100)	\$ (20,350.000)
6	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of 60% or more plastic)	325,000	\$ (0.050)	\$ (16,250.000)
7	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of less than 60% plastic)	150,000	\$ (0.150)	\$ (22,500.000)
8	Punched/Bent/Damaged Hard Drives	35,000	\$ (0.900)	\$ (31,500.000)
WEIGHTED GRAND TOTAL				\$ (138,600.000)

The zero line entry is tabulated perfectly clearly and while the extended price for that line entry is also a

dash (ie '\$ - ' ), this is simply a function of two cells being multiplied, one of them being zero, so the result is zero for that line entry, showing again as a dash, again because of the formatting of the spreadsheet. However, the key point is that the weighted grand total of \$138,600 revenue, ie the sum of all 8 line entries, is a validly computed figure taking including the zero unit price entry, adjudged incorrectly by the Procurement Officer to be left blank. Please find above and attached a screenshot of the "SC ILS weighted Bid sheet", ie weighted grand total figure below the 8 line entries by grade.

The weighted grand total is presented correctly and carried forward into the summary bid. Attached please find the summary bid, clearly showing the calculated sum of the 8 line entries as \$138,600, a revenue figure that is 2.2 times higher than the bidder in the intent to award notice. **THE SPREADSHEET WORKS CORRECTLY IRRESPECTIVE OF A ZERO LINE ENTRY.**

Attached also please find a video showing in real time the entry of zero in the "non CRT TV and monitors" line entry. So it cannot be considered as non-responsive. If the Procurement Officer intended for a zero to be considered blank and designed the formatting to show a blank (or rather a dash ('-') rather than a zero, then clear instructions should have been given at the outset of the bid process by the State not to enter zero for any line entry grade. This was never communicated.

The remainder of the protest focuses around the comments made by the Procurement Officer to ILS in an attempt to justify classifying ILS' bid as a non-responsive bid, all of which ILS pushes back against, most strongly.

The Procurement Officer has stated in an email to ILS (again dated 12/12) that "*the spreadsheet is functioning as it was designed to, and the State did not anticipate, nor did any vendor raise the question, of a zero price bid*". He goes on to say "*I doubt that we would have agreed to a zero price bid because that is still a no bid unless we specifically addressed that possibility in the solicitation. But that is a conversation we should have had long before now. I'll make a note of this issue in the contract file for future solicitations so that it can be addressed properly.*"

Let us break these comments down piecemeal from the Procurement Officer and respond directly:

Firstly, if "*the spreadsheet was functioning as it was designed to*", that expressly implies that a zero would be treated as a blank (a dash), because that's what it does, so be considered non-responsive. So if it was designed to show a zero entry as "blank" why wasn't that expressly referenced in the bid solicitation documentation, as an aid to bidding: "Hey bidders, don't enter a zero as the spreadsheet is designed to show a blank for a zero entry and any blank means your bid is non-responsive?!"

Secondly: "*and the State did not anticipate, nor did any vendor raise the question, of a zero price bid*". This is an irrelevant statement. Prices are determined by the relative value of the sale of commodities recovered from a line entry grade and where relevant the reuse value of those items against the cost of collecting and processing. ILS does not expect the State to know these intrinsic values, that's why the state goes to bid, ie to get expert submissions. But why would the State decide that zero is not an acceptable outcome today? Why? The spreadsheet allows the computation of a line entry with zero. What relevance does a zero line entry have to the overall calculation of the bid? If one bids all line entries at zero then the bidder won't win the bid as the weighted total will be zero and an alternate bidder will always be higher

than zero ! Simple. It looks after itself.

It is the bottom weighted grand total entry that is relevant. The sum of all the line entries. And if a zero line entry is not an acceptable input to the State then advise bidders ahead of the bid, otherwise let the evaluation take its course. Five years ago with the price of gold much lower (and copper too, much lower) there wouldn't have been a zero entry for that one line entry of non CRT TVs. It would have been a charge – which it was five years ago! ILS bid a 10c charge five years ago for that line entry. **But to say the State today wasn't expecting a zero so the State won't accept a zero is a statement based on inexperience and perfectly encapsulates the fact that the Procurement Officer is not knowledgeable in this area, so should not be judging a zero price value as non-responsive without communicating the fact in the bid process.** The State should have a procedure to question and evaluate the entries before award. Further, ILS wouldn't expect a vendor to raise a question on a zero price bid as it's very common in the recycling sector to quote zero prices on certain grades.

Thirdly: "*I doubt that we would have agreed to a zero price bid because that is still a no bid unless we specifically addressed that possibility in the solicitation*". Why is a zero a no bid? Why? Zero is a perfectly legitimate price to enter for that grade. This is based on expert recycling knowledge of the value/cost relationship. Nowhere in the bid solicitation documents is it stated anywhere that zero is not an acceptable entry. It is extremely commonplace in the electronic scrap sector for a zero price to be levied against certain grades. In fact ILS has several contracts with SC counties, "off-contract" SC Govt entities, commercial entities and Federal entities at zero unit price for certain grades (including non CRT televisions and monitors). Please find attached examples of Purchase Orders with Lexington County, Orangeburg County, USC Consolidated Services and the IRS spread across several years clearly showing zero prices. (some information is redacted for confidentiality reasons).

Furthermore, this is just one line entry that ILS entered zero, amongst 8 line entries. It is part of the pricing strategy with e-scrap companies that grades are priced differently. The important point is the sum of all the line entries. Why is it relevant if one line entry is zero? It so happens that in our calculations, a non CRT television is now worth ILS taking it for free (zero) as the value ILS receives for commodities after its recycling separation process justifies that free collection. In exactly the same way that the other grades (line entries) ILS bid for increased from the bid 5 years ago for the same reason. An increase in commodity prices (gold and copper in particular found principally in circuit boards but also non-ferrous metal price increases in other components like heat sinks, hard drive carcasses, motors, wire, adaptors, to name a few) has allowed ILS to move its prices upwards on almost every grade that ILS has bid, so the current 10c charge to the State for non CRT TVs can be 'increased' to zero.

The only factor the State should consider is whether the sum of all the line entries offers best value to the State, not to question an individual line entry. Again if it wants to do that then why was it not made clear in the solicitation stage? Why was it not made expressly clear that zero for any line entry would be considered a non-responsive bid? And after the bid, surely it is reasonable for the State's Procurement Officer to evaluate the zero entry if experience is limited in this sector. Why was this not done? That would be a reasonable and balanced path to follow, not to outright determine that a bid is non-responsive. As stated earlier, the ILS weighted bid was accurately calculated at \$138,600 revenue to the State, a factor of 2.2 times higher than the next best bidder.

Fourthly: *“But that is a conversation we should have had long before now”* It is not acceptable for the Procurement Officer to assume that the State was not expecting a zero unit price and that if ILS intended to insert a zero unit price ILS should have made the Procurement Officer aware at the preliminary Q&A session. There are several reasons for this:

- As an e- scrap recycler, ILS would never have thought that entering zero for a grade (line entry) would even merit a discussion , let alone cause an issue. Zero pricing for grades occur all across the USA! It seems only that the State of SC’s Procurement Officer is unaware. That lack of awareness must not be allowed to prejudice a bid that chooses to enter zero for one of the line entries when sufficient value from all the other line entries results in an acceptable value to the State.
- Why would ILS reveal elements of its pricing strategy to competitors in an open Q&A forum, even if ILS had decided at that point in October (which ILS hadn’t, incidentally) that ILS was considering entering a zero unit price for certain grades?
- And finally, nothing would have alerted ILS to a zero entry causing an issue on the spreadsheet, as all entries – zero or otherwise - were all computed correctly and automatically on the online spreadsheet designed by the State and the weighted grand total carried forward in the summary bid. There was no indication of a problem in the spreadsheet. NONE WHATSOEVER! Whether considered in October at the Q&A conference call with the PO and other bidders, nor on 11/13 when the ILS bid was submitted. The Procurement Officer may have seen the blank as an issue but ILS didn’t as it was simply a format style in the spreadsheet.

Fifthly : *I'll make a note of this issue in the contract file for future solicitations so that it can be addressed properly”*. For the Procurement officer to say that he will address zero pricing in future bids is not acceptable and of itself is an admission of a lack of knowledge of how the sector operates and importantly, a tacit admission that the current bid decision is deeply flawed. If the State didn’t want a zero in a line entry it should have been made clear at the outset. Otherwise let the experts decide what pricing is and isn’t acceptable, (ie the scrap recyclers themselves) and just evaluate based on the best value bid to the State.

Most disappointingly, ILS is a SC based recycler. It operates in a rural community in Williston, Barnwell County, employing over 30 staff, 90% of staff being African American. ILS has diligently performed a recycling service for SC State Government for 10 years, ILS knows this contract, it knows how to price it fairly (actually ILS priced it aggressively as it is so important to its ongoing presence in SC, by virtue of being a factor of 2.2 x better revenue for the State!), ILS has developed both on-site and off-site data destruction services for sensitive State materials that needs to be in-State and ILS is working to recover rare earth materials, so critically important to the USA’s self-sufficiency strategy led by POTUS. Next month ILS will be taking delivery of machinery to recover rare earth magnets from electronic scrap included in this bid. The State of SC should be right behind ILS with these initiatives. But instead, a Procurement Officer inexperienced in scrap is putting SC jobs at risk, simply put, because the SC Contract accounts for half of ILS’ weight into its SC operation.

The only reason ILS is in this position is because the Procurement Officer fails to understand that a zero price for a scrap line entry grade is entirely acceptable based on the relative worth of that grade in the marketplace. It has created a smokescreen that (1) zero has been falsely interpreted as a non-responsive blank (whereas the spreadsheet adds the zero line entry figures to the other figures entirely accurately and without error), and (2) has then hidden behind a totally unacceptable claim that zero had never been

anticipated by the State and therefore cannot be considered. This is totally unacceptable and does not reflect reality.

The State's wrongful and egregious disqualification of ILS' bid puts its South Carolina business in jeopardy as it:

1. relies on material from the SC contract as it contributes over 50 % of ILS material flows;
2. denies the State of South Carolina the best revenue (the ILS bid of \$138,600 revenue is a factor of 2.2 x higher than the next best bidder and recognises ILS' commitment to recycling in SC);
3. will cause ILS staff terminations, and
4. reduces ILS' ability to offer recycling of rare earth materials in e-scrap from SC Govt sources covered under this contract, materials that are so important to the future of a self-sufficient USA in the area of critical materials, a strategy driven by the President of the USA himself.

One has to ask how a SC Government Procurement Office can cause harm to a recycling company based in rural SC, that has developed the State e-recycling Contract with honesty, integrity and energy, growing the using Government unit base from scratch to several hundred over the past 10 years, offering the best revenue in the bid process, and employing 90% African American origin staff - harm that is caused by erroneous and unknowledgeable assumptions - and instead award a contract at a lower benefit to the State of SC to a company outside SC with zero vested interest in the State of SC. It would frankly, be a shameful outcome for the State of SC, reduce in-State recycling and one hopes that common sense will prevail, before further steps are taken.

Thank you for your attention,

Regards

Graham Davy  
CEO  
Intelligent Lifecycle Solutions

This message is for the intended recipient only and may contain private, privileged and/or proprietary information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the e-mail by you is prohibited. Where allowed by local law, electronic communications with ILS and its affiliates, including e-mail and instant messaging (including content), may be scanned by our systems for the purposes of information security and assessment of compliance with ILS policy. ILS means; Intelligent Lifecycle Solutions Limited (registered number 8582222), registered in England and Wales with registered address at c/o Richardson Swift, 11 Laura Place, Bath, United Kingdom, BA2 4BL .

# Exhibit D

	<b>State of South Carolina</b>  Invitation For Bid	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	<b>5400028747</b> 09/18/2025 MICHAEL SPEAKMON 803-737-9816 <a href="mailto:mspeakmon@mmo.sc.gov">mspeakmon@mmo.sc.gov</a> SFAA, Div. of Procurement Services PO Box 101103 Columbia SC 29201-3734
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**DESCRIPTION: STC ELECTRONIC EQUIPMENT RECYCLING**

**USING GOVERNMENTAL UNIT: Statewide Term Contract**

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

**SUBMIT OFFER BY (Opening Date/Time): 11/03/2025 11:00 AM** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 10/01/2025 5:00 PM** (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: One (1)**

- See "Online Bidding Instructions" provision in Section IIB
- See "Submitting a Paper Offer or Modification" provision in Section IIA
- If submitting confidential information, include a separate redacted copy with your online submission marked "REDACTED." (See provisions "Submitting Redacted Offers" in Section IV & "Submitting Confidential Information" in Section IIA.)

**(Initial here if no redacted copy is necessary \_\_\_\_\_)**

<b>CONFERENCE TYPE: Pre-Bid</b> <b>DATE &amp; TIME: 10/01/2025 10:00 AM</b>  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	<b>LOCATION: This meeting will be via Microsoft Teams only. Refer to Section IIB, "Conference Pre-Bid/Proposal" for instructions to attend the meeting.</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>11/24/2025</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)	
<b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
<b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	<b>DATE SIGNED</b>
<b>TITLE</b>  (business title of person signing above)	<b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
<b>PRINTED NAME</b>  (printed name of person signing above)	<b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)

<b>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</b>	
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____	
<input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	

## PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

Dun & Bradstreet # \_\_\_\_\_

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code - Number - Extension Facsimile

E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)

Order Address same as Home Office Address

Order Address same as Notice Address **(check only one)**

### ACKNOWLEDGMENT OF AMENDMENTS

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

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT  
(See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

Calendar Days (%)

### PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

**Preferences do not apply per 11-35-1524(E)(3)**

### PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

**Preferences do not apply per 11-35-1524(E)(3)**

In-State Office Address same as Home Office Address  In-State Office Address same as Notice Address **(check only one)**

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<b>SECTION_IV</b>	<b>17</b>
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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (Modified)**

The Division of Procurement Services is soliciting bids from qualified Offerors to award a statewide term contract for the proper management of non-residential serviceable surplus electronic equipment and unserviceable electronic waste in accordance with all federal, state and local laws and regulations and in compliance with e-Stewards and/or R2 certification obligations.

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

The estimated start date for this contract is **02/01/2026** and the estimated end date is **01/31/2031**. The initial term of the contract is one (1) year with the potential for four (4) optional one-year terms. 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".

# Exhibit E

	<b>State of South Carolina</b>  Invitation For Bid <b>Amendment #1</b>	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	<b>5400028747</b> 10/17/2025 MICHAEL SPEAKMON 803-737-9816 <a href="mailto:mspeakmon@mmo.sc.gov">mspeakmon@mmo.sc.gov</a> SFAA, Div. of Procurement Services PO Box 101103 Columbia SC 29201-3734
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**DESCRIPTION: STC ELECTRONIC EQUIPMENT RECYCLING****USING GOVERNMENTAL UNIT: Statewide Term Contract****SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>****SUBMIT OFFER BY (Opening Date/Time): 11/03/2025 11:00 AM** (See "Deadline For Submission Of Offer" provision)**QUESTIONS MUST BE RECEIVED BY: 10/24/2025 12:00 PM Questions Limited to Amended Parts Only****NUMBER OF COPIES TO BE SUBMITTED: One (1)**

- See "Online Bidding Instructions" provision in Section IIB
- See "Submitting a Paper Offer or Modification" provision in Section II A
- If submitting confidential information, include a separate redacted copy with your online submission marked "REDACTED." (See provisions "Submitting Redacted Offers" in Section IV & "Submitting Confidential Information" in Section II A.)

**(Initial here if no redacted copy is necessary \_\_\_\_\_)**

CONFERENCE TYPE: <b>Pre-Bid</b> DATE & TIME: <b>10/01/2025 10:00 AM</b>  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: <b>This meeting will be via Microsoft Teams only. Refer to Section II B, "Conference Pre-Bid/Proposal" for instructions to attend the meeting.</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>11/24/2025</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>
-------------------------------	--

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)	
NAME OF OFFEROR  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE  (business title of person signing above)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
PRINTED NAME  (printed name of person signing above)	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)	
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____	
<input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	

## PAGE TWO

(Return Page Two with Your Offer)

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Dun & Bradstreet # \_\_\_\_\_

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Area Code - \_\_\_\_\_  
Number - Extension Facsimile \_\_\_\_\_

E-mail \_\_\_\_\_  
Address \_\_\_\_\_

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(See "Payment" clause)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

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Order Address same as Home Office Address

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### ACKNOWLEDGMENT OF AMENDMENTS

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Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**Preferences do not apply per 11-35-1524(E)(3)**

### PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

**Preferences do not apply per 11-35-1524(E)(3)**

In-State Office Address same as Home Office Address  In-State Office Address same as Notice Address **(check only one)**

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**IMPORTANT NOTICE:** In order to provide a more manageable solicitation, the State has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre-Award" and "Post Award" phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.

**In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, Offerors will need to view the electronic version of this document.**

**Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.**

**Refer to the last pages of this solicitation entitled "Questions & Answers" for additional information concerning this solicitation.**

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (Modified)**

The Division of Procurement Services is soliciting bids from qualified Offerors to award a statewide term contract for the proper management of non-residential serviceable surplus electronic equipment and unserviceable electronic waste in accordance with all federal, state and local laws and regulations and in compliance with e-Stewards and/or R2 certification obligations.

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

The estimated start date for this contract is **02/01/2026** and the estimated end date is **01/31/2031**. The initial term of the contract is one (1) year with the potential for four (4) optional one-year terms. 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/codereg/statmast.php>

[02-2A040-2]

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

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

(a) You certify that, 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 a significant 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]

## **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]

## **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]

## **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]

## **QUESTIONS FROM OFFERORS - AMENDMENT (Modified)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format or made directly in the document. Questions received have been reprinted below. The "state's response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "state's response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted.

## **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]

## **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

### BID SAMPLES OR DESCRIPTIVE LITERATURE (MAR 2024)

#### **Do not submit bid samples or descriptive literature unless expressly requested.**

Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077D. [02-2B017-1]

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

Pre-Bid/Proposal Conference Date and Time: **10/01/2025 10:00 AM**

Location of Pre-Bid/Proposal Conference: **The conference will be conducted entirely via Microsoft Teams at no cost to the participants. A computer is required to attend the meeting, but a camera is not. If you would like to participate in the conference, click on the “Pre-Bid Meeting Link” below.**

#### **Pre-Bid Meeting Link**

**Should you have trouble with the link above, or you would prefer to call in from a phone, please email Ginger Hardee for attendance instructions no later than Monday, September 29th, at 2:00 PM. Note in the Subject line: “STC Electronic Equipment Recycling Pre-Bid Conference Instructions.” Attendance information and links will be provided one business day before the 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.

**This solicitation includes a NON-Mandatory Pre-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to participate. The purpose of the Pre-Proposal is to identify items that are in error, unclear, or unduly restrictive.**

**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.**

### **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

### **ON-LINE BIDDING INSTRUCTIONS (Modified)**

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

(b) Steps for On-Line Bidding

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

#2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading “Doing Business with Us” and then “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.

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

#### **PROTEST - CPO - MMO ADDRESS (MAR 2024 Modified)**

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]~~

#### **RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)**

Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [02-2B127-1]

#### **UNIT PRICES REQUIRED (JAN 2006)**

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

### III. SCOPE OF WORK/SPECIFICATIONS

#### CONTRACTOR GENERAL RESPONSIBILITIES

##### Contractor must:

- possess and maintain for the duration of the contract e-Stewards and/or R2 certification.
- manage resale, recycling, and destruction of the material in accordance with Mandatory Hierarchy of Management Methods outlined in this solicitation.
- certify all data recording devices (hard drives, etc.) are destroyed or wiped of all data in accordance with e-Stewards and/or R2 certifications.
- provide an online solution for UGU pick-up requests and confirmation/scheduling of pick-ups.
- coordinate with the UGU prior to equipment pick-up regarding confirmation of day, time, and location of the pickup, as well as loading and packing requirements.
- confirm and schedule a pick-up within 7 days of the UGU's request and perform the pick-up within 21 days of the UGU's request. Should the Contractor determine that more time may be needed before pick-up they must notify the UGU and request approval for the additional time.
- pick up surplus electronic equipment during normal working hours, Monday through Friday, between 8:30 a.m. and 4:30 p.m.
- must provide all packing supplies, equipment, transportation documentation, forms and labels necessary for legal transport and in accordance with the requirements herein. Sorting, labeling, packing, palletizing, loading, and transport (pallets, gaylords, boxes, packing, etc.) will be provided solely by the Contractor.
- inspect each item prior to Transfer of Responsibility to ensure the item is packaged and labeled correctly before leaving the UGU's location.
- be able to provide its services to accommodate various UGU locations and requirements at no additional cost. (Some UGU locations will not have loading docks available, so trucks with lift gates or forklifts may be required for pickup at these sites).
- complete all required paperwork prior to loading of material. Both the Contractor Representative and UGU representative must sign the Transfer of Responsibility form prior to loading.
- weigh material with certified scales as allowed post Transfer of Responsibility (at the Offeror's location), in accordance with e-Stewards guidelines.
- issue payment by check directly to the UGU or invoice the UGU directly within 30 days of pick up.
- not combine multiple purchase orders on single invoice or payment. A separate invoice and/or payment should be issued, as applicable, for each UGU purchase order.
- adhere to all reporting requirements (see "Reporting Requirements").
- notify the UGU immediately if the Contractor discovers data was not sanitized from any material.
- be held responsible for compliance with all applicable laws and regulations, to include safe work practices. All services, material, equipment and supplies provided by the Contractor to UGU must comply with all applicable laws, regulations, and standards of the states and counties through which materials are transported, treated, stored, recycled and managed.
- be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the contract services performed in accordance with this contract. The Contractor is to provide its employees with necessary personal protective equipment as required by law and prescribed by common sense.
- understand and mitigate the risks presented to persons, property and the environment in the handling, transportation, storage, reuse, de-manufacturing, recycling and management of materials hazardous and non-hazardous and wastes pursuant to this contract.
- ensure that all of the Contractor's employees, including those of all subcontractors, have received all of the training and monitoring required to legally, properly, and safely perform the contracted services in accordance with this contract.
- at all times maintain strict discipline and good order and enforce strict discipline and good order among its employees while the employees are at the UGU locations.
- confine operations at the site in agreement with UGU and if needed, to areas permitted by federal, state, and local law, ordinances, and/or permits and shall not encumber the site with any materials or equipment.
- at all times keep the UGU premises free from trash, accumulation of materials or rubbish caused by the Contractor's operations.
- inform the State in writing of any error, omission, tort, or other negligent act, error or omission, of the Contractor, its officials, employees, agents, subcontractor(s) or sub-subcontractor(s) at any level while providing services for this contract within 24 hours of the incident.

- comply with all Federal Department of Transportation (DOT) and State DOT laws and regulations when the surplus electronic equipment is transported in the State or outside the State of South Carolina. If the surplus electronic equipment is transported out of state, the shipment must comply with the laws, and regulations of all states the shipment passes through.

## **UGU GENERAL RESPONSIBILITIES**

- The UGU will follow all procedures described in this document and the South Carolina Consolidated Procurement Code and Regulations. Surplus equipment managed under this contract must be eligible for removal/sale after clearance from the SC Department of Administration's Surplus Property Office for applicable state entities or from the surplus property offices, however designated, of other UGUs as applicable.
- Once the equipment is determined to be eligible for removal/sale via methods available through this contract, the UGU will make a request for pick-up via the Contractor's online pick-up request solution.
- Data recording devices (hard drives, etc.) must be destructed and/or degaussed (wiped/sanitized) by the UGU prior to removal by the contractor **UNLESS** the UGU elects onsite, observable destruction services to be performed by the Contractor at or below the proposed additional cost for this service. If this service is elected, the UGU must observe the destruction.
- If the Contractor discovers data was not sanitized, the UGU will determine and administer appropriate corrective actions to resolve the issue upon notification by the Contractor.
- The UGU is responsible for any/all internal pre-authorization for pickups and respective payment(s) due to the Contractor. In addition, the UGU shall provide to the Contractor all information necessary to receive payment(s) from the Contractor.

## **Mandatory Hierarchy of Management Methods**

These methods must be managed in accordance with their respective superscript mandates. The Mandatory Hierarchy of Management Methods for this Contract is listed below in order of preference:

1. Reuse of electronic equipment and components <sup>1</sup>
2. De-manufacture for material recovery <sup>2</sup>
3. Shredding for reuse or recycling <sup>3</sup>
4. Management of components for energy recovery, when appropriate and applicable <sup>3</sup>
5. Shredding for disposal <sup>3</sup>
6. Destruction of hazardous and non-hazardous components via incineration <sup>3</sup>
7. Disposal of solid waste and/or hazardous waste components via landfill disposal <sup>3</sup>

<sup>1</sup> Restricted to Continental United States

<sup>2</sup> All surplus electronic equipment will be de-manufactured in the United States. After de-manufacturing, commodities in raw form derived from the de-manufacturing process may be used, reused or reclaimed outside the United States.

<sup>3</sup> All waste materials, components and residuals managed under this will be restricted to disposal within the continental United States.

## **Confidentiality of Data and Destruction/Degaussing of Data Recording Devices**

The UGU shall be responsible for removing, deleting, reformatting, degaussing, and/or overwriting all data, to include but not limited to software, folders, files and programs in the equipment to be managed. These actions will be taken and completed prior to Transfer of Responsibility.

If the Contractor discovers data to be in existence in equipment, the Contractor will notify the UGU. The UGU will determine the appropriate steps to be taken to correct the situation.

If data cannot be electronically removed, deleted, reformatted, degaussed, and/or overwritten, the Contractor will not disclose, publish, and/or make known to the general public or another firm or entity the existence of the data. At the time of Transfer of Responsibility, the Contractor and UGU will label/annotate that this equipment must be destructed (shredded) prior to recycling.

## **Observable, Onsite Destruction (Shredding) of Data Recording Devices**

*This service is optional and will not be factored into the bid tabulation. Any observable, onsite destruction of data recording device services performed will be subject to the small purchase procedures outlined in SC Code of Laws, Section 11-35-1550.*

- The Contractor must possess N.A.I.D. AAA, e-Stewards, and/or R2 certification prior to award and maintain such certification for the duration of the contract.
- The process must be observable by the UGU, and State equipment must not be removed from the UGU location until the procedure is complete.
- In addition to other reporting requirements specified herein, all data recording devices that are destructed / degaussed must be recorded by serial number and the date of destruction. Records must be maintained for no less than ten (10) years from the date of destruction.

## **Drop Boxes**

With the permission and request of the UGU, the Contractor will provide “Drop Boxes” (bin at a UGU location). When the Drop Box is full, the UGU must notify the Contractor. Contractor must empty the Drop Box or transport the full Drop Box away and replace with an empty Drop Box within 10 business days of notification from UGU.

## **Reporting Requirements**

Accurate reporting is an essential component of this contract. Reports must be viewable and able to be edited in Microsoft Excel 2010 or later. The information categories listed below (a-g) must be reported (column headers), specific to each pickup. The report must be accessible to the State within 30 days of the pick-up, and an aggregate, statewide report must be available and sortable by each category below, containing a minimum of 400 days of the most recent data. In addition, an annual report must be submitted to SC DHEC and SC SFAA Procurement Manager no later than September 15<sup>th</sup> of each year, encompassing all data below for July 1<sup>st</sup> of the prior year through June 30<sup>th</sup> of the current year (State’s fiscal year). The State will inform the Contractor of the submission address within 30 days of the submission deadline.

- (a) Name of the UGU (state agency, college/university/school district)
- (b) Physical address from which electronic equipment was collected
- (c) County from which electronic equipment was collected
- (d) Classification of the equipment collected per pickup (per bid schedule line item)
- (e) Weight of the equipment collected per pickup (per bid schedule line item)
- (f) Final Disposition (A description of how the electronic equipment was managed in accordance with the mandatory hierarchy of management methods herein)
- (g) Date of Transfer of Responsibility

## **Agency Transportation of Surplus Property**

At their option, UGU may elect to transport surplus electronic equipment materials directly to the Contractor’s place of business (or designated facility). UGUs that choose to use this option are reminded that the UGU is responsible for complying with all Local, State, and Federal laws and regulations while the surplus electronic equipment is in the State’s possession, and the UGU is responsible for the equipment until it is delivered to the Contractor’s facility and the Transfer of Responsibility form has been completed and signed by both parties. The UGU is responsible for arranging drop off details (place/date/time) with the Contractor if this option is elected.

## **Auditing**

- The Contractor shall ensure that all recovered end-of-life electronic equipment/materials units are recycled or properly disposed of and documented per “Final Disposition” reporting requirements, which should follow the Mandatory Management of Hierarchy Methods.
- The Contractor shall allow on-site visits to any processing facilities immediately upon the State’s request.
- The Contractor shall make available all records relevant to this contract, to include but not limited to descriptions, weights, and serial numbers when required.

- The Contractor shall supply proof of certifications relevant to this contract when requested by the State within 24 hours of the State's request.

### **Alternate Facilities or Technology**

Use of unauthorized recycling facilities and/or technologies will be considered a breach of contract and may result in termination of the contract and other remedies enforceable by law. If the Contractor is unable to utilize authorized recycling facilities or technologies, a written request to utilize an alternate recycling facility or technology must be submitted to the State Information Technology Management Office Procurement Manager for approval by the State. ITMO will coordinate the State's response with the South Carolina Department of Health Environment and Control (DHEC) and respond to the Contractor. The Contractor will not utilize an alternate recycling facility or technology without receiving prior written approval of the State.

### **Subcontractors**

A written request for approval must be submitted by the Contractor to the State's Information Technology Management Office 90 days in advance of any requested change of Subcontractors prior to the proposed implementation date of the change. Included in the written request for approval shall be a description of the Subcontractor's capabilities and qualifications along with the reason for the requested change and its proposed effective date. The State retains the right to reject any requests.

### **SEE BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

### **DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)**

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (Modified)

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]

Complete bids will include:

- Completed, signed copy of Cover Page and Page Two, acknowledging any Amendments
- Indicate whether or not you can provide **onsite, observable** destruction of data recording devices in accordance with the requirements outlined herein and if so, provide the information requested below. Provision of this service is voluntary, and its respective cost **will not** be used to determine the low bid.
  - Pricing for onsite, observable destruction of data recording devices
  - Provide proof of current N.A.I.D. AAA, e-Stewards, and/or R2 certification
- Completed "Offshore Contracting" provision
- ~~Information requested in "Qualifications – Required Information" provision~~
- Information requested in "Qualifications – Special Standard of Responsibility" provision
  - Provide proof of current N.A.I.D. AAA, e-Stewards, and/or R2 certification
- Information requested in "Subcontractor – Identification" provision, if applicable
- Summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein
- Completed "Weighted Bid Schedule" in Excel format

### MINORITY PARTICIPATION (MAR 2024)

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://smbcc.sc.gov> (.) [04-4015-4]

## OFFSHORE CONTRACTING (JAN 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? \_\_\_\_\_

(b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_

(c) What percentage (%) of the total value of the contract is being contracted offshore? \_\_\_\_\_

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

[04-4020-1]

## **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, link to "Standard Clauses & Provisions." [05-5005-2]

### **QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (Modified)**

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

**Contractor must possess e-Stewards and/or R2 certification.**

(b) Provide proof of current e-Stewards and/or R2 certification.

### **QUALIFICATIONS -- REQUIRED INFORMATION (Modified)**

**If requested by the Procurement Manager after bid opening**, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

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

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

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

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

### **CALCULATING THE LOW BID**

The low bid will be the bid with the lowest Weighted Grand Total. The Weighted Grand Total will be the sum of the Extended Prices of line items 1-7 as entered on the “Weighted Bid Schedule.” The Extended Price for each line will be calculated by multiplying the offered Unit Price by the corresponding Estimated Annual Volume.

Note: A negative Unit Price indicates payment from Contractor to UGU. A positive Unit Price indicates payment from UGU to Contractor. The Unit Prices, Extended Prices, and the Weighted Grand Total may be positive or negative numbers.

[06-6050-1]

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

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

## **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 & ORDER OF PRECEDENCE (MAY 2024)**

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

## **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]

## **EFT INFORMATION (APR 2024)**

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). Additional information is available at the STO's website at <https://treasurer.sc.gov> (.). The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-2]

## **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 (APR 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]

## **PAYMENT and INTEREST (FEB 2021)**

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

## **PUBLICITY (JAN 2006)**

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

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

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

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

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

## **TAXES (JAN 2006)**

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

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

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

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

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

## **WAIVER (JAN 2006)**

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

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

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

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

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

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

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

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

[07-7B025-1]

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

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

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

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

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

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

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

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

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

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

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

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

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

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

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

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

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

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

[07-7B056-2]

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

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

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

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

all charges and the meeting of all other requirements. [07-7B065-1]

## **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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

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

### **ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)**

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

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

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

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

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

### **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, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

### **INDEMNIFICATION – THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

[07-7B102-1]

## INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

[07-7B104-1]

## INFORMATION SECURITY – SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

**Voice** means all oral information regardless of transmission protocol.

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

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

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

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

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

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information.* This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

## INFORMATION USE AND DISCLOSURE (FEB 2015)

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

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

(b) *Legal mandates.* Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) *Collecting Information.* Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

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

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

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

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

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

## **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 ninety (90) 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]

## **RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)**

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

## **STATEWIDE TERM CONTRACT – MANADATORY (MAY 2024)**

(a) With this solicitation, the state seeks to establish a contract available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). This contract is a “term contract” as defined in Section 11-35-310(37). Accordingly, use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances. See clause entitled “Acceptance of Offers 10% Below Price” in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(24) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State is entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records will be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Chief Procurement Officer.

(c) Subject to the limitations herein, a Using Governmental Unit may include “additional contract terms” in a purchase order. For purposes of this paragraph, “additional contract terms” shall mean only terms included to either: (i) comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit’s data. Additional contract terms may not be used if they will result in an increase in pricing or materially alter the scope of work, regardless of whether the Contractor accepts the terms. Contractor may decline to honor a purchase order that includes additional contract terms, but only if the Contractor provides the applicable Using Governmental Unit with prompt written notice of such rejection and the work acquired with that purchase order has not begun. For purposes of a specific purchase order, Contractor accepts additional contract terms by performing any of the work acquired with that purchase order.

(d) EFT information the Contractor provides to the State Treasurer’s Office (STO) is only used to process payment of invoices to Using Governmental Units on whose behalf the STO makes payment. For all other Using Governmental Units the method of payment must be addressed in the purchase order. See clause titled “Payment & Interest.”

(e) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide contract; or (4) terminate the contractor’s award of any other statewide contract. [07- 7B225-4]

## **STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (MAY 2024)**

Pursuant to Section 11-35-310(37), the state may purchase items available on this contract from a third party (an “alternate vendor”) if the alternate vendor offers a price at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor’s price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisitions pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-2]

## **STATEWIDE CONTRACT – MANDATORY - SCOPE (MAY 2024)**

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I,

Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-2]

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

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

## **TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

## **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 090days prior to the expiration of the then current term. [07-7B250-1]

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

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

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

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a 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]

## **WARRANTY**

Contractor warrants all services provided shall conform to all contractor's representations, the requirements of this contract, and all documentation.

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

The **ESTIMATED ANNUAL VOLUME** is provided in pounds. This value is included for purposes of evaluation only.

The **UNIT PRICES** must include all costs to necessary to execute all requirements of the Contract as outlined herein (to include but not limited to pick-up request/confirmation/scheduling management, sorting, labeling, packing, palletizing, loading, transport, required insurance, de-manufacturing/recycling/destruction costs, warehousing, and reporting costs).

- Insert a Unit Price per pound for each line item.
- A negative Unit Price indicates payment from Contractor to UGU. A positive Unit Price indicates payment from UGU to Contractor. The Unit Prices, Extended Prices, and the Weighted Grand Total may be positive or negative numbers.

The **EXTENDED PRICE** is the offered unit price multiplied by the corresponding Estimated Annual Volume.

The **WEIGHTED GRAND TOTAL** is the sum of the Extended Prices of line items 1-7.

Line Item	Description	ESTIMATED ANNUAL VOLUME
1	Cathode Ray Tube (CRT) containing televisions and monitors	75,000 40,000 lbs.
2	Non-CRT televisions & monitors	130,000 lbs.
3	Intact Computers and Servers <sup>1</sup>	170,000 35,000 lbs.
4	Harvested Computers & Servers	10,000 75,000 lbs.
5	Hard Drives	15,000 18,500 lbs.
6	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of 60% or more plastic)	225,000 325,000 lbs.
7	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of less than 60% plastic)	225,000 150,000 lbs.
8	Punched/Bent/Damaged Hard Drives	10,000 lbs.

*\*Note: Estimated Annual Volume weights have been updated with more recent figures. Figures remain estimates and are not a guarantee of any amount of business.*

#### Instructions:

- Enter unit prices in *Attachment 2 – Weighted Bid Schedule* and submit as an attachment to your offer in SCEIS as an Excel file.
- **ENTER THE WEIGHTED GRAND TOTAL AS THE UNIT PRICE IN THE ONLINE BIDDING SYSTEM.**

<sup>1</sup> Data recording devices will be: (1) removed by the UGU; (2) wiped by UGU; or (3) destroyed via observable, on-site destruction service, as elected by the UGU. The single Unit Price submitted for this category must reflect Contractor's understanding that any of the three aforementioned scenarios regarding data recording devices may apply to the equipment of this category.

<sup>2</sup> Other Miscellaneous Electronics include, but are not limited to printers (without inkjet/toner), scanners, digital cameras, switches, phone and/or answering systems, copiers (without inkjet/toner), CDs, CD-Rs, CD-RWs, DVDs, Blu-ray, floppy disks, zip and jazz disks and cases, VHS, audio cassette tapes, DAT, DLT, Beta, and Digi beta, cell phones, PDAs and their chargers, cradles, and headset accessories, single use & rechargeable batteries and chargers, MP3 players, iPods, hand-held

CD and cassette players, **inkjet and toner cartridges**, UPS units, AC chargers, keyboards, mice, modems, routers, headphones, cords, adaptors, cables, boards, and chips, VCRs, DVRs, TIVO units, and DVD players, GPS units, speakers, calculators, **light bulbs**, lamps, vacuums, carbon monoxide detectors, stereo systems, radios, CB radios, stereo speakers, satellite dishes, remote controls, appliances (i.e. toasters, microwaves, blenders, etc.) and any electronic item or derivative that may be generated by the UGU.

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST**

The following documents are attached to this solicitation:

- Withholding Requirements for Payments to Nonresidents
- Purchase Order Attachment Acceptance of Offers 10% Below Statewide Term Contract Price

The following documents are attached in the online bidding system:

- Attachment 1 - Transfer of Responsibility Form
- Attachment 2 - Weighted Bid Schedule Spreadsheet

[09-9002-1]

## **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](http://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](http://dor.sc.gov)

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

[09-9005-5]

## OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

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

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

[09-9010-1]

## Purchase Order Attachment

### Acceptance of Offers 10% Below Statewide Term Contract Price

*Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.*

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

#### Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR  (full legal name of business entering this contract)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
AUTHORIZED SIGNATURE  (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE  (business title of person signing)
PRINTED NAME  (printed name of person signing above)	DATE SIGNED

#### Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE  (procurement officer authorized to issue purchase order and sign certification)	TITLE  (business title of person signing)
PRINTED NAME  (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

----- PURCHASE ORDER ATTACHMENT (APR 2015) -----

[09-9020-2]

## Questions & Answers

Q1: Can the state provide historic (past years) data which reflects the following:

- # of pickups
- Quantity (lbs) per pick-up
- Location of each pick-up

**State's Response:** *No change. NOTE: This information has been provided by the incumbent vendor. "Between 1 to 5 pick-ups per week, from 10lbs to 10,000lbs per pick-up and pick-ups are made from every city within the State."*

Q2: Can the state provide information on which of the aforementioned pick-ups have pre-packaged material vs. requiring a white glove service?

**State's Response:** *No change. NOTE: This information has been provided by the incumbent vendor. "The vast majority are not prepackaged and have to be hand packed when the truck arrives. There are a few that require boxes left for subsequent pick-up, but they are the larger UGUs that have storage space."*

Q3: Page 13 Scope of Work Specs Bullet#6, Pick Up within 21 days of UGU request for services. Can you please make the addition that it could go up to 30 days with prior discussion with the UGU ?

**State's Response:** *Refer to the changes made in the reference.*

Q4: Page 36 Bidding Schedule/Price-Business Proposal. We are suggesting an additional line item for "Punched/Bent/Damaged Hard Drives" as these have significant less value than the line item #5 Hard Drives, which are taken to mean whole, intact with no missing or damaged components.

**State's Response:** *Refer to the changes made in the bid schedule.*

Q5: We are suggesting that the Following items BE REMOVED or IN LUE added as separate line items from the "Other Miscellaneous Electronics " description, as they ALL have an ACTUAL cost to dispose of and is no longer feasible to PAY the UGU for them anymore. They are; Printers/Copiers [ mainly because they contain InkJet or Toner Cartridges ], InkJet and Toner Cartridges, Single use and Rechargeable Batteries [ While some batteries may generate an actual payment to the UGU, many actually cost to dispose of and the list is pretty long of the types and revenue] Light bulbs [ Light Bulbs is very "generic" and many will send, Fluorescent Tubes, Mercury filled or other Gaseous type bulbs that have to be paid for to be disposed of.

**State's Response:** *Refer to the changes made in the bid schedule notes. Printers and copiers will still be included except that they must have all inkjet/toner removed to the point where the Contractor is able to sell the unit. Printers and copiers having inkjet/toner in sufficient quantity to preclude their sale are excluded from the contract unless the Contractor decides to take the unit anyway.*

# Exhibit F

	<b>State of South Carolina</b>  Invitation For Bid <b>Amendment #2</b>	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	<b>5400028747</b> 10/17/2025 MICHAEL SPEAKMON 803-737-9816 <a href="mailto:mspeakmon@mmo.sc.gov">mspeakmon@mmo.sc.gov</a> SFAA, Div. of Procurement Services PO Box 101103 Columbia SC 29201-3734
---	---	--	--

**DESCRIPTION: STC ELECTRONIC EQUIPMENT RECYCLING****USING GOVERNMENTAL UNIT: Statewide Term Contract**SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>SUBMIT OFFER BY (Opening Date/Time): **11/03/2025 11/14/2025 11:00 AM** (See "Deadline For Submission Of Offer" provision)QUESTIONS MUST BE RECEIVED BY: **N/A**NUMBER OF COPIES TO BE SUBMITTED: **One (1)**

- See "Online Bidding Instructions" provision in Section IIB
- See "Submitting a Paper Offer or Modification" provision in Section IIA
- If submitting confidential information, include a separate redacted copy with your online submission marked "REDACTED." (See provisions "Submitting Redacted Offers" in Section IV & "Submitting Confidential Information" in Section IIA.)

**(Initial here if no redacted copy is necessary \_\_\_\_\_)**

CONFERENCE TYPE: <b>N/A</b>  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: <b>N/A</b>
---	----------------------

AWARD & AMENDMENTS	Award will be posted on <b>11/24/2025 12/5/2025</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)	
NAME OF OFFEROR  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE  (business title of person signing above)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
PRINTED NAME  (printed name of person signing above)	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)

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

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> 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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> _____ Calendar Days (%)
---	---	---	---	--

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):							
<b>Preferences do not apply per 11-35-1524(E)(3)</b>							

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:							
<b>Preferences do not apply per 11-35-1524(E)(3)</b>							
<input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address <b>(check only one)</b>							

## **PURPOSE OF AMENDMENT**

The purpose of this amendment is to replace “Attachment 2 Weighted Bid Schedule” with Attachment 2 Amend #1 Weighted Bid Schedule.” Use the amended bid schedule when submitting your offer.

## **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]

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL VOLUME (LBS)	UNIT PRICE	EXTENDED PRICE
1	Cathode Ray Tube (CRT) containing televisions and monitors	40,000		\$ -
2	Non-CRT televisions & monitors	130,000		\$ -
3	Intact Computers and Servers <sup>1</sup>	35,000		\$ -
4	Harvested Computers & Servers	75,000		\$ -
5	Hard Drives	18,500		\$ -
6	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of 60% or more plastic)	325,000		\$ -
7	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of less than 60% plastic)	150,000		\$ -
<u>8</u>	<u>Punched/Bent/Damaged Hard Drives</u>	<u>35,000</u>		\$ -
<b>WEIGHTED GRAND TOTAL</b>				\$ -

# Exhibit G

RFx Number	5400028747	Item Responsible	This offer is at a SAVED status			
	GREEN WAVE ELECTRONICS	INTELLIGENT LIFECYCLE SOLUTIONS LLC	CLEANLITES RECYCLING	IRON MOUNTAIN INFORMATION	POWERHOUSE RECYCLING INC	SOUTHERN ENVIRONMENTAL SOLUTIONS
	5500100291	5500100198	5500100242	5500100538	5500100564	5500100540
Header Data						
Status	Submitted	Submitted	Submitted	Submitted	Submitted	Submitted
Version Nu	4	4	4	4	4	4
Net value	0 USD	138,600.00 USD	0 USD	182,475.00 USD	0 USD	30,600.00 USD
Currency	USD	USD	USD	USD	USD	USD
The bidder has read and understands all Amend	Yes	Yes	Yes	Yes	Yes	Yes
1. The Submitter has read and understands the	Yes. I have read and understand the terms and co	Yes. I have read and understand the terms and co	Yes. I have read and understand the	Yes. I have read and understand the	Yes. I have read and understand the terms and co	Yes. I have read and understand the terms and conditions.
2. The offer is in accordance with the terms and	Yes. I am in accordance with the terms and cond	Yes, I am in accordance with the terms and cond	Yes, I am in accordance with the term	Yes, I am in accordance with the terms and cond	Yes, I am in accordance with the terms and cond	Yes, I am in accordance with the terms and conditions.
Bidder Certifies that they are Current with all Ad	Yes	Yes	Yes	Yes	Yes	Yes
1 Weighted Grand Total						
1 Net price	1 EA	-62,400.00 USD	-138,600.00 USD	0 USD	182,475.00 USD	0 USD
1 Unit of Measurement	EA	EA	EA	EA	EA	EA
1 Price Unit		1	1	1	1	1
1 Product ID						
1 Quantity	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA
1 Net value		-62,400.00 USD	-138,600.00 USD	0 USD	182,475.00 USD	197,000.00 USD
1 Acceptance Status						

# Exhibit H

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

## Intent to Award

Posting Date: December 11, 2025

**Solicitation:** 5400028747

**Description:** STC ELECTRONIC EQUIPMENT RECYCLING

**Agency:** Statewide Term Contract

The State intends to award contract(s) noted below. 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, this document becomes the final Statement of Award effective **December 23, 2025**. 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.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov), or  
(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number:** 4400038602

**Awarded To:** GREEN WAVE ELECTRONICS (7000383241)  
5149 SOUTHRIDGE PKWY  
ATLANTA GA 30349

**Initial Contract Period:** February 01, 2026 through January 31, 2027

**Maximum Contract Period:** February 01, 2026 through January 31, 2031

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL VOLUME (LBS)	UNIT PRICE
1	Cathode Ray Tube (CRT) containing televisions and monitors	40,000	\$ 0.250
2	Non-CRT televisions & monitors	130,000	\$ 0.200
3	Intact Computers and Servers <sup>1</sup>	35,000	\$ (0.600)
4	Harvested Computers & Servers	75,000	\$ (0.450)
5	Hard Drives	18,500	\$ (0.650)
6	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of 60% or more plastic)	325,000	\$ (0.015)
7	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of less than 60% plastic)	150,000	\$ (0.050)
8	Punched/Bent/Damaged Hard Drives	35,000	\$ (0.550)

*Note: A negative Unit Price indicates payment from Contractor to UGU. A positive Unit Price indicates payment from UGU to Contractor.*

**Procurement Officer**

MICHAEL SPEAKMON, CPPO

# Exhibit I

## 5400028747 - STC ELECTRONIC EQUIPMENT RECYCLING Amendment #1

### Weighted Bid Schedule

Vendor Name: Powerhouse Recycling Inc.

(-) = Charge

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL VOLUME (LBS)	UNIT PRICE	EXTENDED PRICE
1	Cathode Ray Tube (CRT) containing televisions and monitors	40,000	\$ (0.200)	\$ (8,000.000)
2	Non-CRT televisions & monitors	130,000	\$ (0.050)	\$ (6,500.000)
3	Intact Computers and Servers <sup>1</sup>	35,000	\$ 1.000	\$ 35,000.000
4	Harvested Computers & Servers	75,000	\$ 0.700	\$ 52,500.000
5	Hard Drives	18,500	\$ 1.000	\$ 18,500.000
6	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of 60% or more plastic)	325,000	\$ 0.200	\$ 65,000.000
7	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of less than 60% plastic)	150,000	\$ 0.200	\$ 30,000.000
<u>8</u>	Punched/Bent/Damaged Hard Drives	35,000	\$ 0.300	\$ 10,500.000
<b>WEIGHTED GRAND TOTAL</b>				\$ 197,000.000

# Exhibit J

## 5400028747 - STC ELECTRONIC EQUIPMENT RECYCLING Amendment #1

### Weighted Bid Schedule

**Vendor Name:** Iron Mountain Information Management Services, Inc.

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL VOLUME (LBS)	UNIT PRICE	EXTENDED PRICE
1	Cathode Ray Tube (CRT) containing televisions and monitors	40,000	\$ -	\$ -
2	Non-CRT televisions & monitors	130,000	\$ -	\$ -
3	Intact Computers and Servers <sup>1</sup>	35,000	\$ 0.900	\$ 31,500.000
4	Harvested Computers & Servers	75,000	\$ 0.390	\$ 29,250.000
5	Hard Drives	18,500	\$ 1.350	\$ 24,975.000
6	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of 60% or more plastic)	325,000	\$ 0.110	\$ 35,750.000
7	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of less than 60% plastic)	150,000	\$ 0.220	\$ 33,000.000
8	Punched/Bent/Damaged Hard Drives	35,000	\$ 0.800	\$ 28,000.000
<b>WEIGHTED GRAND TOTAL</b>				\$ 182,475.000

# Exhibit K

## 5400028747 - STC ELECTRONIC EQUIPMENT RECYCLING Amendment #1

### Weighted Bid Schedule

Vendor Name: \_\_\_\_\_

LINE ITEM	DESCRIPTION	ESTIMATED ANNUAL VOLUME (LBS)	UNIT PRICE	EXTENDED PRICE
1	Cathode Ray Tube (CRT) containing televisions and monitors	40,000	\$ 0.250	\$ 10,000.000
2	Non-CRT televisions & monitors	130,000		\$ -
3	Intact Computers and Servers <sup>1</sup>	35,000	\$ (0.800)	\$ (28,000.000)
4	Harvested Computers & Servers	75,000	\$ (0.400)	\$ (30,000.000)
5	Hard Drives	18,500	\$ (1.100)	\$ (20,350.000)
6	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of 60% or more plastic)	325,000	\$ (0.050)	\$ (16,250.000)
7	Other Miscellaneous Electronics <sup>2</sup> (devices consisting of less than 60% plastic)	150,000	\$ (0.150)	\$ (22,500.000)
<u>8</u>	Punched/Bent/Damaged Hard Drives	35,000	\$ (0.900)	\$ (31,500.000)
<b>WEIGHTED GRAND TOTAL</b>				\$ (138,600.000)

# Exhibit L

## Determination of Non-Responsiveness

### Solicitation 540028747, STC Electronic Equipment Recycling

Date: December 3, 2025

South Carolina procurement regulation 19-445.2070 (Rejection of Bids) subparagraph A states, “Any bid which fails to conform to the essential requirements of the invitation for bids shall be rejected.”

In response to the subject solicitation, Intelligent Lifecycle Solutions, LLC, submitted an offer using the proper amended Weighted Bid Schedule spreadsheet published with Amendment #1 of the solicitation. However, they failed to provide a Unit Price for Line Item #2, Non-CRT Televisions & Monitors as required by the solicitation.

Specifically, the pertinent instructions in Section VIII, Bidding Schedule, stated the following:

*The **UNIT PRICES** must include all costs to necessary to execute all requirements of the Contract as outlined herein (to include but not limited to pick-up request/confirmation/scheduling management, sorting, labeling, packing, palletizing, loading, transport, required insurance, de-manufacturing/recycling/destruction costs, warehousing, and reporting costs).*

- *Insert a Unit Price per pound for each line item.*
- *A negative Unit Price indicates payment from Contractor to UGU. A positive Unit Price indicates payment from UGU to Contractor. The Unit Prices, Extended Prices, and the Weighted Grand Total may be positive or negative numbers.*

## Determination

Intelligent Lifecycle Solutions, LLC, failed to submit an offer for all line items of the solicitation. Therefore, their offer is deemed non-responsive and will not be considered for award.

MICHAEL SPEAKMON, CPPO  
PROCUREMENT DIRECTOR