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Protest Decision

Matter of: The Traffic Group, Inc.
File No.: 2026-214
Posting Date: March 11, 2026
Contracting Entity: South Carolina Department of Transportation
Solicitation No.: 5400029091
Description: Traffic Data Services WIM/CCS

DIGEST

Protest of a solicitation alleging specifications are unduly restrictive is denied. The Traffic Group, Inc.'s (TTG) letter of protest is attached as Exhibit A.

AUTHORITY

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

BACKGROUND

On January 28, 2026,¹ the South Carolina Department of Transportation (the Department) issued a solicitation for Weigh-in-Motion (WIM) and Continuous Count Station (CCS) data collection services at locations throughout the State. [Exhibit B] The solicitation includes a requirement for

¹ The Request for Proposal's is dated January 28, 2025, but the South Carolina Business Opportunities advertisement and the South Carolina Enterprise Information System show that this is a typographical error and the document was issued on January 28, 2026.

the vendor to provide software for data collection and reporting. On February 4, TTG protested, objecting to the inclusion of the requirement to provide software along with data collection services as a part of the solution. TTG maintains that this requirement is overly restrictive because it gives the incumbent Southern Traffic Services, Inc. (Southern) a competitive advantage. On March 3, the Department responded to TTG's protest, setting forth reasons why this requirement is in its best interest. [Exhibit C]

DISCUSSION

The State must draft specifications “to ensure cost effective procurement of the state’s actual needs” and they “shall not be unduly restrictive. S.C. Code Ann. § 11-35-2730; Regulation.19-445.2140. Specifications may be restrictive, so long as not unduly so. *Appeal by Cambex Corp.* Case No. 1992-7 (upholding restriction to IBM manufactured memory, as non-OEM could affect maintenance and repair time). When determining whether specifications are unduly restrictive, the CPO will not substitute his judgment for that of the Agency “so long as the choice of specification is not unreasonable, arbitrary, capricious, or contrary to the Procurement Code.” *Id.*

TTG alleges that “the software specifications added to this solicitation are too specific which will lead to only the current vendor ... having a realistic opportunity to win.” Other than this broad generalized allegation, TTG does not identify anything in the software specifications that it believes is objectionable. Indeed, TTG does not claim that other vendors cannot meet these requirements. TTG’s objection is that the incumbent contractor already uses software developed under its contract with the Department to meet the Department’s needs.² TTG contends that because only the incumbent has access to the existing software developed to meet the Department’s needs “it is very unlikely that another vendor can offer a proposal that will score as highly” as the incumbent’s. In other words, the incumbent has a competitive advantage over all other vendors who will have to develop their own software. This advantage of incumbency is common in most solicitations the State issues for a service or software it is currently receiving under contract and often cannot be avoided.

² A subcontractor to Southern developed this software.

TTG’s solution is to divide the solicitation into two parts—one for data collection services and one for the software—arguing this will increase competition and meet the Department’s operational needs.³ However, a determination of the State’s needs is the State’s choice alone. *Appeal of Petroleum Traders*, Case No. 2006-8. Specifications may be restrictive, so long as not unduly so. *Appeal by Cambex Corp.* Case No. 1992-7. When determining whether specifications are unduly restrictive, the CPO will not substitute his judgment for that of the Agency “so long as the choice of specification is not unreasonable, arbitrary, capricious, or contrary to the Procurement Code.” *Id.*

In response to TTG’s protests the Department states:

The solicitation was developed to ensure the accurate and reliable collection of statewide traffic data. These services are essential for federal reporting, engineering analysis, planning, pavement design, and emergency response operations. The specifications describe the functions the system must perform and do not mandate a specific software product, platform, or vendor partnership. Vendors may propose any solution that meets or exceeds the stated functional requirements, as the solicitation is designed to be non-restrictive and vendor-neutral.

The protester suggests separating software procurement from field services to increase competition. SCDOT has determined that the WIM/CCS system must remain integrated to maintain accountability, operational efficiency, and data integrity. Separating the software from field services would increase integration risk, complicate coordination, and jeopardize continuity of statewide operations. Maintaining a single contractor avoids gaps in responsibility, preserves data integrity, and supports uninterrupted statewide operations, while remaining non-restrictive and vendor-neutral.

SCDOT reviewed the operational and technical needs of the WIM/CCS system before issuing the solicitation. The Department determined that maintaining the integrated structure best supports reliable statewide service while promoting full and open competition. Separating software from field services would divide responsibility, increase coordination challenges, and introduce risks. Maintaining a single contractor model mitigates these risks, preserves data integrity, and supports accountability, directly aligning with SCDOT’s operational needs for reliable statewide traffic monitoring and emergency response, as mandated by the Code.

³ This approach does not eliminate the competitive advantage of incumbency for the software, but presumably reduces the incumbent’s competitive advantage for the rest of the services in the solicitation.

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Case No. 2026-214

March 11, 2026

Qualified vendors are not restricted from proposing solutions that meet or exceed the specification requirements. The solicitation uses a competitive sealed proposal process, and proposals will be evaluated based on published evaluation criteria.

The Department has provided a reasonable basis for its choice of specification and that choice is not arbitrary or capricious. In such a case, the CPO will not substitute his judgment for that of the Department.

DECISION

For the reasons stated above, the CPO denies the protest of TTG.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

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.

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 Goldmans, 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**

Name of Requestor

Address

City

State

Zip

Business Phone

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

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

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

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



February 4, 2026

Chief Procurement Officer
Information Technology Management Office
1333 Main Street, Suite 700
Columbia, SC 29201

Virginia SWaM Certified

RE: Solicitation 5400029091
Traffic Data Services WIM/CCS

CORPORATE OFFICE
Baltimore, MD

Suite H
9900 Franklin Square Drive
Baltimore, Maryland 21236
410.931.6600
fax: 410.931.6601
1.800.583.8411

SOUTH CAROLINA OFFICES

Columbia: 803.422.9965
Rock Hill: 803.693.4216

FIELD OFFICE LOCATIONS

Arizona
Arkansas
Florida
Maine
Mississippi
New York
North Carolina
Ohio
Pennsylvania
South Carolina
Texas
Utah
Virginia
West Virginia

Dear Chief Procurement Officer:

We are protesting the specifications in the subject solicitation. As the Project Overview section says, the goal of this solicitation is to provide Weigh-in-Motion (WIM) and Continuous Count Station (CCS) data collection services at sites statewide. Maintaining existing and installing new WIM and CCS sites will likely be the largest percentage of the amount spent on this contract; however, the software specifications added to this solicitation are too specific which will lead to only the current vendor (Southern Traffic Services, aka Rekor) having a realistic opportunity to win. Although the software Rekor utilizes, from a company called Drakewell, can work with almost any CCS/WIM hardware, Drakewell has indicated to us that they intend to only partner with Rekor.

To provide background information, SCDOT first solicited for this type of service in late 2018 under solicitation 5400015942. The specifications in 5400015942 focused on data quality, installation, and maintenance of the sites in the field. The specifications also required the winning vendor to interface with SCDOT's then current traffic polling software called TPAS, or offerors could propose a new system. However, the specifications did not require the new system to be fully functional before proposals were due. Southern Traffic Services won this solicitation and then partnered with Drakewell to implement new polling software for SCDOT. The process of replacing TPAS with Drakewell's solution took many months and was done, as you would expect, in close coordination with SCDOT staff. Software enhancements continued for much of the duration of the current contract, including modules such as the newly created hurricane evacuation system. These modules were built or modified to meet SCDOT's specific needs and were likely done, at least partially, with SCDOT funds.

In addition, we respectfully note that South Carolina procurement law and policy emphasize the importance of full and open competition, avoidance of unduly restrictive specifications, and maximizing participation by qualified vendors to ensure the best value for the State. Specifications that effectively limit competition to a single vendor—particularly when that limitation arises from proprietary software relationships developed under a prior contract—can unintentionally undermine these objectives.

While we recognize SCDOT's need for continuity, reliability, and system functionality, procurement best practices generally discourage requirements that can only be met by one firm unless no reasonable alternatives exist. In this case, separating the software platform procurement from the WIM/CCS field services would better align with the State's competition goals by allowing multiple qualified data collection providers to compete on equal footing, while still preserving SCDOT's ability to procure and maintain the software solution that best meets its operational needs.

This approach would encourage broader participation, reduce procurement risk, and help ensure that pricing and technical solutions reflect a competitive marketplace, consistent with the intent of South Carolina's procurement framework.

In summary, because Drakewell has enhanced their software (or added new software modules) to meet SCDOT's specific needs over the last 7 years, it is very unlikely that another vendor can offer a proposal that will score as highly as Rekor. We are not faulting SCDOT for writing specifications for what they need. We are simply asking that the software portion be moved to a separate procurement so that any WIM/CCS data providing company that can work with Drakewell has an opportunity to submit a winning proposal.


If you have any questions, we would be glad to have a conference call and discuss our concerns if you like.

Sincerely,



Anthony R. Guckert
President

Exhibit B

| | | | |
|---|--|---|--|
|  | <h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 0;">Request for Proposal</p> | Solicitation: 5400029091 Date Issued: 01/28/2025 Procurement Officer: AMY SABOL Phone: 803-737-0834 E-Mail Address: SabolAC@scdot.org Mailing Address: SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191 | |
|---|--|---|--|

DESCRIPTION: Traffic Data Services WIM/CCS

USING GOVERNMENTAL UNIT: SC Department of Transportation

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

SUBMIT OFFER BY (Opening Date/Time): 03/10/2026 14:30PM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 02/19/2026 12:00PM (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: ONE (1) ONLINE

| | |
|--|---|
| CONFERENCE TYPE: Pre-Proposal DATE & TIME: February 18, 2025, 10:00 a.m. <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small> | LOCATION: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTI3OTdlYjYtZDMxOS00YjVmLTg0ZDltYmVmNDBhZmE4YWJw%40thread.v2%0?context=%7b%22id%22%3a%225ecdd2f1-63a4-4309-b031-510b5a805a14%22%2c%22Oid%22%3a%22e9f09e11-61ca-4884-909d-64924c1cae88%22%7d SC Department of Transportation 955 Park Street, Room 101 Columbia SC 29201 & TEAMS |
|--|---|

| | |
|-------------------------------|--|
| AWARD & AMENDMENTS | Award will be posted on 04/14/2026 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov |
|-------------------------------|--|

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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

ACKNOWLEDGMENT OF AMENDMENTS

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

| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
| | | | | | | | |
| | | | | | | | |

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|--|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| <p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p> | <p>10 Calendar Days (%)</p> | <p>20 Calendar Days (%)</p> | <p>30 Calendar Days (%)</p> | <p>____ Calendar Days (%)</p> |
|--|-----------------------------|-----------------------------|-----------------------------|-------------------------------|

UPDATED BID OPENING PROCEDURES

You are strongly encouraged to submit responses via SCEIS. You may still submit via mail or drop off your paper bid at the front desk at 955 Park St, Columbia, SC 29201.

You may attend the bid opening in person, however if you prefer to attend virtually, please follow the instructions below a few minutes before or at 2:30 PM.

Dial: 1-833-523-3710

Access Code/Conference ID: 657738

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

SCDOT Procurement Office
P.O. Box 191 – Room 101
Columbia, S.C. 29202-0191

Physical Address:

SCDOT Procurement Office
955 Park Street – Room 101
Columbia, S.C. 29201-3976

1. Offerors shall submit their bid in a sealed package.
2. The solicitation number and opening date must appear on the package exterior.
3. Offerors shall submit one (1) copy.

PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER MAY BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: “THIS IS NOT AN OFFER”, YOU MAY BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

See online bidding instruction in section II B herein.

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I. SCOPE OF SOLICITATION

The South Carolina Department of Transportation (SCDOT) seeks proposals from qualified vendors to provide Weigh-in-Motion (WIM) and Continuous Count Station (CCS) data collection services at sites statewide. These data are critical for pavement design, maintenance, planning, traffic monitoring, and emergency operations.

The successful Offeror will be responsible for:

- Maintaining existing WIM and CCS sites in full working order per the requirements in the contract,
- Installing new sites as directed,
- Performing necessary repairs, upgrades, and calibrations, and
- Delivering accurate, timely, and complete traffic data in approved formats.
- This contract will establish a pay-for-data service model under which the vendor assumes responsibility for scheduling, equipment, repairs, data quality control, and reporting.

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: **05/20/2026** End date: **05/19/2033**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUCT 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(5)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and **YOUR** means Offeror.

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

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

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

US or **WE** means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide 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.

[02-2A003-4]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

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. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order

to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

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

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

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

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

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

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. (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. [02-2A082-2]

PROTESTS (MAY 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 SCDOTFOIInfo@scdot.org and the Procurement Officer listed on the Cover Page of this solicitation. 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 [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]

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]

VENDOR REGISTRATION MANDATORY (MAY 2024)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. **Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants.** Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **February 18, 2025, at 10:00 a.m.**
Location of Pre-Bid/Proposal Conference: **SC Department of Transportation
955 Park Street, Room 101
Columbia SC 29201**

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 attend and participate. The purpose of the Pre-Proposal Conference 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.

CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) **The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.**
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

DEMONSTRATIONS

The responsive Offerors with a possibility of being the highest ranked Offeror after the Phase one (I) evaluations may be required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. The presentation will be made through a web conferencing solution such as GoToMeeting or an equivalent product. The time allotted per individual Offeror to present and demonstrate facts shall not exceed two (2) hours to include question and answer session.

Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- a. The activities of the Offeror should be limited to a demonstration of the system proposed and described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration. The Offeror's answers are restricted to statements of facts. Offeror will not be allowed or permitted to introduce new information or show products/features not included in their proposal.
- b. Negotiations are not permitted at this stage in the procurement process and an Offeror may not change its proposal.

- b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
- c. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed software.
- d. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- e. The demonstration script will be used to assist SCDOT in reviewing your response and to gauge how well your solution may meet our organizational goals and objectives. Please prepare to present, remotely, information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed 2 hours which includes the presentation and further clarifications/questions and answers. Additionally, if time allows, at the end of the scripted portion of the demonstration, the vendor will have the opportunity to show any additional features or functionality offerings that were not previously covered by the demonstration script; but were a part of their response.
- f. In an effort to ensure that we cover all key factors necessary to complete our selection process, we ask that you complete the entire demonstration script before demonstrating other optional features. If there is a portion of the demonstration script which your software does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration script could result in receiving a lower score.
- g. Vendor will present their demonstration in REAL TIME. The Vendor will be required to supply all components required in order to perform the demonstration. SCDOT will provide a meeting invitation with appropriate log-on access and in a format to allow enable to demonstration to be viewable on SCDOT computer screens or laptops via screen sharing, or similar mechanisms.

Attendees at the demonstration session must include key members of the Offeror's proposed account management team, key technical personnel, and key subject matter experts.

DEMONSTRATION SCRIPT

A demonstration script will be provided to the Offeror at the time when Offerors are notified of the date, time, and location of their presentation. SCDOT at its sole discretion has the ability to modify or change the script prior to the date set for demonstrations.

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP (MODIFIED)

The SCDOT picks up all mail from The US Postal Service twice daily around 8:30 a.m. and noon (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

(b) Steps for On-Line Bidding

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

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "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.
[02-2B105-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

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

PROTEST - CPO - ITMO ADDRESS (MAR 2024)

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

(a) by email to protest-itmo@itmo.sc.gov, or

(b) by post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201.

[02-2B122-2]

SECRETARY APPROVAL REQUIRED

Any award is subject to prior approval by the Secretary of Transportation and the Deputy Secretaries.

III. SCOPE OF WORK/SPECIFICATIONS

Project Overview

The South Carolina Department of Transportation (SCDOT) seeks proposals from qualified vendors to provide Weigh-in-Motion (WIM) and Continuous Count Station (CCS) data collection services at sites statewide. These data are critical for pavement design, maintenance, planning, traffic monitoring, and emergency operations. The successful Offeror will be responsible for:

- Maintaining existing WIM and CCS sites in full working order per the requirements in the contract,
- Installing new sites as directed,
- Performing necessary repairs, upgrades, and calibrations, and
- Delivering accurate, timely, and complete traffic data in approved formats.
- This contract will establish a pay-for-data service model under which the vendor assumes responsibility for scheduling, equipment, repairs, data quality control, and reporting.

Technical Scope

These technical requirements apply to all components, services, integrations, and environments of the proposed solution, including but not limited to on-premises systems, cloud platforms, hybrid deployments, mobile applications, APIs, and third-party services supporting contract performance.

Compliance is mandatory in every environment where Agency data is stored, processed, transmitted, or accessed, regardless of location or hosting arrangement, and applies to development, testing, staging, production, backup, and disaster recovery environments.

All requirements remain in effect for the duration of the contract and any extensions, and continue to apply after system modifications, upgrades, migrations, or integrations. The Vendor is responsible for ensuring that all subcontractors, partners, and third-party providers are involved in delivering the solution fully comply with these requirements.

Compliance & Risk Management Requirements (CR)

CR.1 - Service Provider Security Questionnaire

The Contractor must submit a fully completed and accurate Service Provider Security Questionnaire, signed by an authorized representative, with its proposal. The questionnaire must disclose all security controls, practices, and certifications relevant to the proposed services. Failure to submit may result in disqualification. The Contractor must notify the Agency within **sixty (60) days** of any material changes.

CR.2 - Accessibility Compliance Requirements

The Vendor's solution, administrative interfaces, and all Vendor-provided content (including but not limited to PDF, Word, and PowerPoint files) must conform to WCAG 2.1 AA and Section 508 accessibility standards. The Vendor must submit a current **VPAT/ACR**, along with test procedures and an accessibility maintenance process. Accessibility compliance must be demonstrated prior to solution acceptance, and any identified gaps must be remediated by the Vendor at no additional cost to the Agency.

CR.3 - Disclosure of Artificial Intelligence (AI) Use Requirements

The Vendor must disclose all use of AI, ML, or Generative AI in the proposed solution, including functions and purpose; model type, vendor, version, and licensing; and training data sources and methods. The Vendor must certify that no Agency data will be used for training without prior written authorization. The Vendor must describe data usage and protection practices, including handling of PII; provide details on explainability, auditability, limitations, risks, and mitigation measures; and outline monitoring and governance processes.

The Vendor must provide at least **sixty (60) days'** advance written notice before introducing any new or modified AI capabilities.

CR.4 - System Logging Requirements

The Vendor's proposed solution must provide comprehensive logging, monitoring, and auditing capabilities to ensure accountability, transparency, and security of all system activities. These requirements apply across all environments—including development, testing, staging, production, backup, and disaster recovery—and must cover users, administrators, applications, APIs, and infrastructure components.

CR.4.1 - Events

Logging must capture user activity, administrative and configuration changes, data creation, reading, updating, and deletion (CRUD), system and application events, security events, and API activity.

CR.4.2 - Log Content

Logs must include, at a minimum: event type and description, timestamp synchronized to the Agency's authoritative time source, user and role, source IP address or device, action or component affected, and result or status.

CR.4.3 - Management & Retention

Logs must be secured with encryption and stored in a tamper-resistant manner. Active logs must be retained online for a minimum of **ninety (90) days**, with archived logs retained for at least **one (1) year** or longer as required by Agency policy. Logs must be exportable in standard formats (e.g., syslog, JSON) to the Agency's SIEM, and the solution must support automated log rotation, archival, and purge processes.

Data Management & Lifecycle Requirements (DM)

DM.1 - Data Ownership and Sharing Requirements

The Agency retains sole ownership of all data, including raw data, derived data, metadata, analytics, and any outputs generated by artificial intelligence or machine learning. The Vendor is not permitted to allow third-party use of Agency data, nor use Agency data for model training or other purposes, without the Agency's prior written authorization. Data sharing is permitted only under Agency-approved Data Sharing Agreement (DSA).

DM.2 - Backup and Recovery Requirements

The Vendor must implement comprehensive backup and recovery processes that ensure all Agency data is protected, recoverable, and managed in full compliance with applicable South Carolina policies, Agency standards, and federal regulatory requirements. These processes must be applied consistently across all environments, including development, testing, staging, production, backup, and disaster recovery.

DM.2.1 - Backup Requirements

Backups must occur at least nightly, with a minimum of two geographically separate copies stored within the continental United States (CONUS). All backups must use FIPS-validated encryption, include automated integrity checks, and be retained for at least **thirty (30) days** or longer if required by Agency policy. The Vendor must maintain documented backup and recovery procedures.

DM.2.2 - Recovery & Business Continuity Requirements

Meet Agency-defined recovery tiers, including Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) (e.g., Tier 1: RTO ≤ 4 hours, RPO ≤ 1 hour). The Vendor must provide failover capabilities, conduct an annual disaster recovery (DR) test with a report of results, maintain a Business Continuity Plan (BCP), and align all activities with Agency change-control processes.

DM.2.2.1- Verification & Reporting

Provide quarterly compliance reports, escalate any failed backup within **four (4) hours**, and maintain an auditable backup log for a minimum of **twelve (12) months**.

DM.3 - Data Conversion Requirements

The Vendor must develop and deliver a Data Conversion Plan to ensure the accurate, secure, and efficient migration of all legacy system data into the proposed solution. The plan must address data mapping and cleansing, secure ETL processes with error handling and minimal downtime, validation and user acceptance testing (UAT), rollback procedures, defined timeline with roles and responsibilities, post-migration support to monitor and resolve issues, and documentation of lessons learned to inform continuous improvement.

DM.4 - Decommissioning & Data Return Requirements

If the Vendor's solution is decommissioned or the contract is terminated for any reason, the Vendor must, within **thirty (30) days** of termination, export all complete and validated Agency data in Agency-approved formats, perform media sanitization in compliance with NIST 800-88 standards, and provide formal certification of data destruction. The Vendor must also provide up to **sixty (60) days** of transition support to facilitate continuity of operations and must clearly identify and price any associated costs in the proposal.

DM.5 - Interoperability & Data Interface Requirements

The Vendor's proposed solution must provide secure, standards-based interoperability with internal and external systems through the implementation of industry-standard APIs operating over HTTPS.

At a minimum, the API must include the following requirements:

DM.5.1 - Protocol Compliance

All interfaces must be exposed exclusively as RESTful endpoints over HTTPS secured with TLS 1.2 or higher; non-REST or non-HTTPS connections are prohibited.

DM.5.2 - OpenAPI Specification (OAS)

All APIs must conform to the OpenAPI Specification (OAS) v3.x and include a machine-readable (YAML/JSON) spec covering endpoints, parameters, schemas, and error models; the spec must be versioned and updated with each release.

DM.5.3 - Authentication & Authorization

All API access must use token-based authentication (OAuth 2.0 or OpenID Connect). Credentials, API keys, and tokens must never be stored or transmitted in clear text; they must be encrypted in transit and at rest and managed via an approved secrets manager with rotation.

DM.5.4 - Data Format & Standards

Use JSON (**application/json**) as the default request/response format. Where applicable, align payloads to recognized industry or Agency canonical schemas; any deviations must be justified, documented, and mapped.

DM.5.5 - Performance & Reliability

Under normal load, API responses must be sub-second ($p50 \leq 1.0s$). Implement server-side throttling and enforceable client rate limits, and provide robust error handling using standard HTTP statuses, structured error bodies, and Retry-After/retry guidance for retrievable conditions.

DM.5.6 - Documentation & Testing

Provide a machine-readable **OpenAPI (OAS) v3.x** specification (YAML/JSON) covering endpoints, parameters, schemas, and error models, versioned and updated each release. Provide a secure, production-isolated sandbox/test environment with representative test data, issued API keys/tokens, enforced rate limits, and sample requests/responses to support integration testing.

Functional Requirements (FR)

FR.1 - Site Operations

- Ensure all existing CCS and WIM sites are fully operational per the requirements in the contract.
- Design, furnish, and install new CCS and/or WIM sites as required.
- Provide and maintain all equipment, sensors, and wiring for the duration of the contract.
- Transfer ownership of all installed or upgraded equipment to SCDOT at contract completion.

FR.1.1 Short-Term Sites

- Display all short-term count site locations on the state map.
- Provide access to statistics for the last three years.
- Allow users to click on sites to generate reports by lane, direction, or total, with detailed volume, speed, and classification data.

FR.2 - Upgrades and Repairs

- Upgrades of CCS to WIM sites must include all new required equipment and assume responsibility for existing infrastructure.
- Vendor must repair any site damage not caused by SCDOT.
- If SCDOT damages a site, repairs will be funded by SCDOT upon receipt of an itemized repair estimate.
- All work must meet SCDOT traffic control, roadside clearance, and Work Zone Standards.

FR.3 - Equipment Standards

- All equipment must meet the performance and data requirements set forth in this solicitation.
- Equipment changes during the contract require prior approval and supporting documentation.

FR.4 - Data Requirements

FR.4.1 - Performance Standards

Vendors must ensure delivered data meets the following minimum requirements:

| Data Element | Allowable Error (95% Confidence) |
|-----------------------|----------------------------------|
| Loaded Single Axles | ± 20% |
| Loaded Axle Groups | ± 15% |
| Gross Vehicle Weights | ± 15% |
| Vehicle Length | ± 1.5 ft or ± 7% (greater) |
| Vehicle Speed | ± 1.5% |
| Axle Spacing Length | ± 1.0 ft |
| Total Vehicle Count | ± 7% |

- SCDOT will pay monthly fees only when 20 or more days of valid data per site are delivered.
- Classification must follow FHWA's 13-class scheme, with Class 14 reserved for unclassified vehicles.

FR.4.2 - Data Delivery Formats

Vendors must provide CCS/WIM data through the following mechanisms:

- Online Web-Based System: Public-facing and internal portals for real-time viewing, reporting, and analysis of traffic volumes, speeds, WIM, and classification data. Must support continuous per-vehicle record (PVR) data in 5–15-minute intervals. Compatibility with requirements listed in section FR.10-FR.13.
- Integration with SCDOT TDMA Database: Data must be importable into SCDOT's Traffic Data Management Application (TDMA). Vendors must describe integration methods (e.g., web services).
- Support for Pavement Design Applications: WIM data must support pavement design inputs (MEPDG/PavementME) including hourly distribution factors, monthly adjustment factors, vehicle class distributions, and axle load spectra. Minimum of two years of usable data is required.
- Per Vehicle Record (PVR) Data: Must be collected daily and available for quality assurance and troubleshooting.

FR.5 - Current System Performance

- SCDOT currently pays for 20+ days of valid data per month for approximately 167 CCS sites and 19 WIM sites. SCDOT will only pay based on the performance metric above even if SCDOT is the cause of invalid data or loss of station.
- Site inventory fluctuates due to roadway construction, damage, or reinstallation.

FR.6 - Reporting and Oversight

The vendor must track and report, on a monthly basis:

- Operational status of all sites,
- Duration and causes of outages,
- Calibration, inspections, and site visit logs,
- Data quality assessments,
- Repair scheduling and completion, and
- Success/failure of data uploads into SCDOT's traffic database.

FR.7 - Equipment Installation and Traffic Control Plan

- Provide information regarding all equipment proposed as part of this solicitation.
- Provide your firm's qualifications regarding experience with the installation, repair and ensuring WIM and CCS sites are fully operational. Provide a project list of similar scope and size with contact information. List all contracts cancelled before the contract end date with the reason it ended early.
- Provide information regarding your firm's plan to provide Interstate and non-Interstate traffic control, and your firm's knowledge of SCDOT traffic control requirements. Additionally, Firms shall provide their experience installing equipment with the proper roadside clearances, and plan to provide such clearances as part of this solicitation.
- Provide information regarding your firm's plan to maintain and install wire, loops, piezos, and other equipment in the road in a manner to maximize the life of both the equipment and the pavement while also ensuring a smooth ride for the travelling public.
- Provide information regarding your firm's availability/readiness to perform the work detailed in this solicitation.

FR.8 - Transition and Continuity

- The vendor must provide a transition plan to avoid disruptions in the daily operations of SCDOT's Traffic Count Operations office.
- Plans should address data continuity, system cutovers, and contingency measures for maintaining uninterrupted service.

FR.9 - Data Quality Control and Delivery

- Provide your firm's past experience delivering quality count, classification, speed, and WIM data.
- Provide your firm's plan to provide quality, timely data to SCDOT. Provide details concerning each data format your firm will offer as well as the plan to provide each format. Attention should be paid to the

desired formats listed in this solicitation's functional requirements section. Also include your calibration plan to maintain the minimum performance requirements during the life of each site.

- Provide details concerning your firm's knowledge loading WIM data to PavementME (current version).

FR.10 - Online Data System Requirements

The Contractor must provide an online, map-based system for data download, processing, daily QA/QC, viewing, and reporting of traffic volume, speed, classification, and WIM data.

The system must:

- Must be compatible with current and supported versions of major web browsers, including Microsoft Edge and Google Chrome.
- Support printing/exporting of all tables, charts, and graphs.
- Provide both public-facing and SCDOT-facing (internal) sites with defined functionality.

FR.10.1 - Public-Facing Map-Based Website

At a minimum, the public-facing website must include the following features:

FR.10.2 - General

- Map interface allows search by road name, address, SCDOT CCS/WIM site ID, or county/count station number.
- Example reference: SCDOT Traffic Data Website (<https://scdottrafficdata.drakewell.com/publicmultinodemap.asp>).
- All reports and screens must include a site summary with site ID, route information, county, termini, and map location.
- Data available in tabular, chart, or graph format.
- Export options to Excel, PDF, and GIS.
- Display all CCS/WIM locations on a state map.
- Sites color-coded by operational status (e.g., active, inactive).
- Display the most recent day of QA/QC-approved data.
- Allow users to select sites to generate reports by lane, direction, or total, with detailed volume, speed, classification, and (where applicable) WIM data.
- Provide dashboards including weekly and annual traffic/classification statistics with charts and graphs.
- Calendar interface for retrieving previously QA/QC-approved data.

FR.11 - SCDOT-Facing (Internal) Website

The internal-facing system must provide all features of the public site, plus the following additional functions:

FR.11.1 - Data Download

- Automatic polling of CCS/WIM devices for continuous Per Vehicle Record (PVR) data in 5- or 15-minute intervals.
- System must simultaneously poll or receive data from all operational sites throughout the day.

FR.11.2 - Data Processing

- Data must be processed by the software vendor (no third-party processing permitted).

FR.11.3 - Daily QA/QC

- Automated customizable QC checks to flag discrepancies for analyst review.
- QC results are presented in lists, calendars, or maps.
- Ability for analysts to add or edit QC checks.

FR.11.4 - Reporting & Analysis

- Provide the same viewing and reporting features as the public site.

- Include additional dynamic and analytical reporting tools.
- Support export to Excel and PDF.
- Provide data exports compatible with:
 - FHWA Travel Monitoring Analysis System (TMAS), including Station, Volume, Classification, and WIM files.
 - Annualized statistics.
 - PavementME formats.

FR.11.5 - Monitoring & System Oversight

- Monitor all equipment to identify issues and minimize response/resolution time.
- Provide a listing or map of all sites with latest status (e.g., active, resurfacing outage, inactive).

FR.12 - Emergency Operations (Hurricane Evacuations and Similar Events)

The system must include a real-time dashboard for use during evacuations and emergencies:

- Map display of CCS/WIM locations, color-coded by status:
 - Normal
 - Warning
 - Abnormal
 - No Status
- Data updated at 15-minute intervals.
- Display by direction:
 - Current and historical volume
 - Current and historical speed
 - Speed limit
 - Current reporting interval
- Allow users to select sites for detailed reports (example: Appendix C: Table 3 format).
- Graphical display with adjustable start/end dates.
- Estimate evacuating vehicles and evacuees by hurricane evacuation region.
- Contraflow support:
 - Ability to flag sites as contraflow.
 - Uniquely display contraflow sites on maps.
 - Clearly identify contraflow data.
- Export options to Excel and PDF.
- All screens and reports must include site summary information (site ID, route, county, termini, and map).

FR.13 - Asset Management

The system must provide tools to manage IT and ITS assets, including:

- Inventory management by asset type.
- Tracking and monitoring of equipment movement.
- Maintenance planning and scheduling.
- Service call and repair tracking, including status reporting.

FR.14 - TDMA Data Web Service Requirements

SCDOT currently maintains 167 Continuous Count Station (CCS) sites, which are automatically polled every night. All data is stored and referenced by CCS site number and loaded into the Traffic Data Management Application (TDMA) each day at 2:00 PM.

The selected vendor must provide a web service that allows polling and retrieval of the same CCS data in real-time. The web service must support the following methods:

FR.14.1 - Get CCS Description Data

Returns information about each CCS site, including:

- Latitude and Longitude
- Current speed limits (North/East and South/West)
- Additional site metadata as needed for integration

FR.14.2 - Get Volume Data

- Return all volume data for a specific site and date.
- Volume data must be reported by direction, lane, and hour.
- Record format (example):
Site #, date, direction, lane, HR1, HR2, HR3, HR4, HR5, HR6, HR7, HR8, HR9, HR10, HR11, HR12, HR13, HR14, HR15, HR16, HR17, HR18, HR19, HR20, HR21, HR22, HR23, HR24, Total Volume.

FR.14.3 - Get Class Data

- Returns all vehicle classification data for a specific site and date.
- Data must be reported by direction, lane, and hour, using 15 class bins.
- Record format (example):
Site #, date, direction, lane, hour, CL1, CL2, CL3, CL4, CL5, CL6, CL7, CL8, CL9, CL10, CL11, CL12, CL13, CL14, CL15, Total volume.

FR.14.4 - Get Speed Data

- Returns all speed data for a specific site and date.
- Data must be reported by direction, lane, and hour, using 20 speed bins of 5 MPH increments.
- Record format (example):
Site #, date, direction, lane, hour, BIN1, BIN2, BIN3, BIN4, BIN5, BIN6, BIN7, BIN8, BIN9, BIN10, BIN11, BIN12, BIN13, BIN14, BIN15, BIN16, BIN17, BIN18, BIN19, BIN20, Total Volume.

FR.14.5 - Data Quality / Bad Data Reporting

- The web service must also provide information about sites or intervals where volume, classification, or speed data is "Bad".
- This can be delivered either:
 - As a separate web service method, or
 - Included with the data returned by the existing methods above

FR.14.6 - Notes / Requirements:

- Data must be available in a format compatible with SCDOT TDMA import routines.
- Web services must support real-time polling, allowing automated retrieval by site and date.
- Vendor must provide documentation describing the web service endpoints, input/output formats, authentication, and error handling.

FR.15 Accessibility Compliance Requirements

The Contractor must ensure that the hosting environment, content management system (CMS), and any associated tools or services provided for website management fully support compliance with the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act. At a minimum, the hosting solution must enable the Agency's website to conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA standards.

Platform Accessibility Support

- The hosting environment and CMS (if included) must allow for accessible website design, development, and operation.
- Administrative interfaces (dashboards, content editors, forms, and upload tools) must be accessible to staff using assistive technologies.

Compatibility with Accessibility Tools

- The solution must be compatible with industry-standard accessibility validation tools and assistive technologies (e.g., JAWS, NVDA, VoiceOver, Dragon NaturallySpeaking, screen magnifiers).

- The solution must support accessible content features including, but not limited to alternative text for images, captions for multimedia, accessible forms, properly structured navigation, and semantic markup.

Content Accessibility

- All content provided by the Contractor, including but not limited to web pages, PDFs, Word documents, PowerPoint presentations, and other uploaded materials, must conform to WCAG 2.1 Level AA and Section 508 requirements.
- Contractor must ensure that documents are properly tagged, structured, and readable by assistive technologies.

Ongoing Accessibility Compliance

- Contractor must ensure that all patches, system updates, and upgrades do not introduce accessibility barriers.
- Provider must document and notify the Agency of any system changes that may affect accessibility.

Submission Requirements

Contractors must submit the following with their proposals:

- A current Accessibility Conformance Report (ACR), such as a Voluntary Product Accessibility Template (VPAT), demonstrating compliance with WCAG 2.1 Level AA and Section 508 requirements.
- Documentation of accessibility testing procedures used to validate compliance.
- Description of processes for maintaining accessibility compliance during future platform updates.

Acceptance and Verification

- Prior to final acceptance, the Contractor must demonstrate that the environment and tools provided support WCAG 2.1 Level AA conformance through user testing with assistive technologies and automated accessibility scans.
- Failure to meet accessibility requirements will be considered a material defect in performance. The Contractor will be required to remediate accessibility issues at no additional cost to the Agency.

FR.16 Data Ownership and Sharing Requirements

All data generated, collected, processed, or otherwise acquired in connection with the proposed solution, including but not limited to raw data, processed data, derived data, metadata, analytics outputs, and AI-generated results, must be and remain the sole and exclusive property of the Agency.

The Contractor, its subcontractors, and any third-party providers must have no ownership rights, license rights, or other proprietary interests in Agency data, except as expressly granted by the Agency in writing for the purpose of fulfilling this contract.

Data Sharing Restrictions: Agency data must not be:

- Shared, disclosed, sold, or otherwise made available to any third party;
- Used for purposes outside the scope of the proposed solution; or
- Incorporated into any external database, AI training corpus, or commercial product

Data may be shared only when the Agency has provided prior written approval (e.g. Data Sharing Agreement) specifying the data elements, recipients, and permitted use.

FR.17 Decommissioning & Data Return Requirements

If the Contractor's solution is decommissioned or the contract is terminated for any reason, the Contractor must:

- Data Export & Return – Provide the Agency with a complete, accurate, and usable copy of all Agency-owned data, in an Agency-approved format, within 30 calendar days of contract termination or expiration.
- Data Integrity – Ensure all returned data is validated for completeness and accuracy, with appropriate metadata, audit logs, and documentation to enable continued use by the Agency.
- Secure Deletion – Following Agency confirmation of successful data transfer, permanently and securely delete all Agency data, backups, and residual copies from Contractor systems, media, and subcontractor environments, in accordance with NIST SP 800-88 (Media Sanitization Guidelines).
- Certification of Destruction – Provide written certification, signed by an authorized officer of the Contractor, that all Agency data has been fully destroyed in compliance with the Agency's policies and applicable federal/state data protection standards.
- Transition Support – Provide reasonable transition assistance for up to 60 calendar days after termination or expiration, including technical consultation, documentation, and coordination with any successor vendor designated by the Agency.
- Costs – Clearly specify any costs associated with data return, transition support, and secure data destruction in the Contractor's proposal.

FR.18 Disclosure of Artificial Intelligence (AI) Use Requirements

The Contractor must fully disclose any and all, current or planned, use of Artificial Intelligence (AI), Machine Learning (ML), Generative AI (GenAI), or other algorithmic automation technologies in the proposed solution.

At a minimum, the disclosure must include:

Function and Purpose

- A description of where and how AI will be incorporated into the solution, including specific business processes, features, or decision-making functions.

Type and Source of AI Models

- Identification of whether the AI technology is:
 - Developed in-house by the Contractor,
 - Provided by a third party, or
 - Leveraging open-source or commercially available models.
 - The disclosure must include the version, vendor, and licensing terms (if applicable).

Model Training and Data Sources

- A description of how the AI model was trained, including:
 - The datasets used, their origin, and ownership,
 - Whether synthetic data was used, and
 - Any fine-tuning or retraining methods applied for the proposed solution.
 - The Contractor must certify that no Agency data will be used to train, fine-tune, or otherwise improve any AI model unless expressly authorized in writing by the Agency.

Data Usage and Protections

- A description of the data inputs used for AI processing, including:
 - The origin and ownership of the data,
 - Any personally identifiable information (PII) or sensitive data involved, and
 - How data is stored, processed, anonymized, or protected.
 - Agency data must only be used for the purposes of contract performance and must not be used for unrelated commercial purposes, shared with third parties, or incorporated into any generalized AI training corpus.

Transparency and Explainability

- The extent to which the AI's decision-making process can be explained, audited, and validated by the Agency.

Limitations and Risks

- Any known limitations, biases, or accuracy constraints of the AI model(s), and a plan for mitigation.

Ongoing Monitoring and Governance

- The Contractor's plan for monitoring AI performance, retraining models, and ensuring compliance with applicable laws, regulations, and the Agency's AI governance policies.

Notification of Future AI Implementation or Changes

- The Contractor must notify the Agency in writing at least 60 days in advance of any planned introduction of new AI capabilities, updates to existing AI functions, or material changes to AI models, data sources, or usage practices.

FR.19 Service Provider Security Questionnaire Requirement

The Contractor must complete and submit the Agency's Service Provider Security Questionnaire as part of its proposal response. The questionnaire must be fully completed, accurate, and signed by an authorized representative of the Contractor. The Contractor must disclose all security controls, practices, and certifications relevant to the services being proposed. Failure to provide a complete questionnaire may result in disqualification of the proposal. The Contractor must notify the Agency of any material changes to the security information provided in the questionnaire within thirty (30) days of such changes.

FR.20 Website and Content Approval Requirement

The Contractor must:

- Ensure all websites, applications, domains, URLs, and online content created, maintained, or linked on behalf of SCDOT comply with the SCDOT Internet Content Policy.
- Obtain written approval from the Director of Public Engagement (or designee) prior to:
 - Publishing or making public any new website, application, or URL.
 - Linking to any external website, content, or resource.
 - Making substantive changes to existing websites.

- Submit all URLs for externally hosted sites to the Public Engagement Office for review and approval before activation or linking from SCDOT resources.
- Ensure all content is:
 - Accurate, clear, and professional.
 - Accessible in compliance with Section 508 and WCAG 2.1 Level AA standards.
 - Inclusive of the official Disclaimer and Privacy Statement.
- Ensure that unauthorized content is not created, published, or linked, including but not limited to:
 - Partisan political information or political activity.
 - Commercial advertising or promotion.
 - Advocacy for private organizations unless expressly approved.
 - Unauthorized copyrighted material.

Non-compliance with these requirements may result in rejection of deliverables, removal of unauthorized content, or other corrective action as determined by SCDOT.

Hosting & Deployment Requirements (HD)

The Agency reserves the right to select an on-premises, hosted, or phased transition model based on operational and financial needs. Vendors may submit proposals for one or both models.

HD.1 - Hosting Requirements

- Preferred delivery model: Cloud-hosted (SaaS).
- Preferred delivery model: On-premises.
- Vendor may propose on-premises, hosted, or both models

HD.2 - On-Premises Hosting Requirements (if proposed)

If an on-premises solution is proposed, the vendor and solution must:

HD.2.1 - Technical Compatibility

Align with the Agency's current technical architecture, infrastructure standards, and approved software platforms.

HD.2.2 - Security & Compliance

Comply with all Agency security policies and applicable state security standards, including SCDIS-200.

HD.2.3 - Data Encryption

Use FIPS 140-3 validated cryptographic methods for protecting data in transit and at rest.

HD.2.4 - Authentication & Authorization

Integrate with the Agency's IAM/SSO systems and enforce multi-factor authentication (MFA) in accordance with requirement HD.6.

HD.2.5 - Network Configuration

Meet all Agency network requirements for installation and operation within Agency environment. Requirements include, but are not limited to:

HD.2.5.1- Bandwidth and Latency

Ensure that solution bandwidth and latency remain within Agency-defined thresholds and do not adversely impact system performance or user experience.

HD.2.5.2- Redundancy and High Availability

Provide redundancy and high availability, including for all critical interfaces and network paths.

HD.2.5.3- VLAN and Segmentation Compliance

Comply with Agency standards for VLAN configuration and network segmentation.

HD.2.5.4- Firewall and Security Policies

Comply with Agency standards for firewalls, security zones, and traffic filtering.

HD.2.5.5- Ports and Protocols

Use only Agency-approved ports and protocols and implement secure protocols such as TLS, SSH, or IPsec.

HD.2.5.6- IPv4 and IPv6 Compatibility

Support both IPv4 and IPv6.

HD.2.5.7- Remote Access and VPN Compatibility

Be compatible with the Agency's remote access and VPN standards.

HD.2.5.8- Quality of Service (QoS)

Support Quality of Service (QoS) to prioritize critical traffic.

HD.2.5.9- Disaster Recovery & Business Continuity

Support disaster recovery and business continuity, including failover capabilities and defined backup retention.

HD.2.6 - Performance & Scalability

Be capable of scaling to meet increased demand without requiring major re-engineering.

HD.2.7 - Monitoring and Telemetry

Support SNMP and syslog, and integrate with the Agency's SIEM for log management.

HD.2.8 - Patch & Update Management

Provide a documented patching cadence for operating systems, firmware, and applications.

HD.2.9 - Documentation & Knowledge Transfer

Administrative and operational documentation, training, and knowledge transfer.

HD.2.10 - Physical & Environmental

Meet all physical and environmental standards, including power, cooling, and rack compatibility.

HD.3 - Cloud Hosting Requirements (if proposed)

If a cloud hosting solution is proposed, the vendor and solution must:

HD.3.1 - Uptime and Reliability

Include a Service Level Agreement (SLA) of at least **99.9%** availability, excluding scheduled maintenance, and must support proactive monitoring with automated failover.

HD.3.2 - Security & Compliance

Provider maintains one or more of: **FedRAMP** Mod+; **GovRAMP** (if applicable); **SOC 2 Type II**; **ISO 27001/27017/27018**; **NIST 800-53** alignment

HD.3.3 - Data Encryption

Use FIPS 140-3 validated cryptographic methods for protecting data in transit and at rest.

HD.3.4 - Authentication & Authorization

Integrate with the Agency's IAM/SSO systems and enforce multi-factor authentication (MFA) in accordance with requirement HD.6.

HD.3.5 - Data Sovereignty & Retention

All data stored within the continental United States (**CONUS**) and must comply with the Agency's data retention and deletion schedules.

HD.3.6 - Incident Response & Auditability

Maintain an **Incident Response (IR)** plan, notify the Agency within **twenty-four (24) hours** of detecting any security incident, and ensure audit logs remain accessible online for at least **ninety (90) days** and archived for a minimum of **twelve (12) months**.

HD.3.7 - Performance & Scalability

Deliver typical response times of **two to three (2-3) seconds or less**, support at least **1,000 concurrent users**, and provide both vertical and horizontal scaling capabilities.

HD.3.8 - Monitoring & Alerting

Provide **24/7 monitoring** with automated alerts and secure log storage, retaining logs online for at least **ninety (90) days** and archived for a minimum of **twelve (12) months**.

HD.3.9 - Audit & Reporting

Enforce role-based access controls, maintain immutable logs that meet evidentiary standards, and provide auditor access upon request.

HD.4 - Hybrid Solution Requirements (if proposed)

If a hybrid solution is proposed, with components deployed both on-premises and in a hosted or cloud environment, the vendor and solution must also meet the following requirements in addition to all other technical and functional requirements:

HD.4.1 - Architecture & Integration

Provide architectural diagrams, data flow documentation, and authentication design details, demonstrating that the solution eliminates single points of failure.

HD.4.2 - Connectivity & Network Requirements

Document bandwidth requirements, approved protocols and ports, and any VPNs, tunnels, or dedicated links needed to support secure, low-latency communication.

HD.4.3 - Security & Compliance

Comply with applicable State and Federal standards (e.g., SCDIS-200, NIST 800-53) and provide unified access control and logging across all components.

HD.4.4 - Data Management

Specify data residency, replication, and synchronization frequency, and the Agency must retain full ownership of and retrieval rights to all data.

HD.4.5 - Operations & Support

Provide a RACI matrix covering monitoring, patching, upgrades, and incident response, along with defined maintenance windows.

HD.4.6 - Transition & Future Migration

Document the path to an all-cloud or all on-premises deployment, including associated costs, risks, and limitations.

HD.5 - Transition Between Hosting Models (if Vendor offers both)

If the Vendor offers both an on-premises and a hosted solution, the Vendor must provide a Transition Plan describing how the solution can be migrated between the two environments.

At a minimum, the Transition Plan must include:

HD.5.1.1- Technical Approach

Include the proposed technical approach, system architecture, and all dependencies required to support migration.

HD.5.1.2- Data Migration

Provide a data migration approach that includes secure transfer, validation, and reconciliation of all data.

HD.5.1.3- Security and Compliance

Ensure full security and compliance in both on-premises and hosted environments.

HD.5.1.4- Continuity of Operations

Ensure service continuity with minimized downtime during transition and operations.

HD.5.1.5- Licensing and Cost Implications

Identify all licensing and cost implications associated with the proposed solution.

HD.5.1.6- Support Model

Describe the support model to be provided during and after the transition.

HD.6 - Authentication & Authorization Requirements

The solution must integrate with Agency-supported Single Sign-On (SSO) methods and protocols (e.g., SAML 2.0, OAuth 2.0, OpenID Connect) and must enforce Role-Based Access Control (RBAC). The requirements include:

HD.6.1 - Identity and Access Management (IAM) Integration

Integration with the Agency's Identity and Access Management (IAM) system and support Single Sign-On (SSO) using SAML 2.0, OAuth 2.0, and OpenID Connect (OIDC).

HD.6.2 - Role-Based Access Control (RBAC).

Enforce Role-Based Access Control (RBAC) based on the principle of least privilege.

HD.6.3 - Centralized Management & Synchronization

Support centralized user management with near real-time synchronization of user status changes.

HD.6.4 - Audit Logs

Generate and retain authentication and authorization audit logs in accordance with requirement CR.4.

HD.6.5 - Multi-Factor Authentication

Enforce multi-factor authentication (MFA), support configurable session timeouts, and provide secure storage of credentials and token.

Project Execution & Deliverable Requirements (PD)

PD.1 - Project Management Requirements

The Vendor must provide a comprehensive project management approach, aligned with recognized industry best practices (e.g., PMBOK, Agile, or Hybrid methodologies), to ensure the solution is delivered on time, within budget, and at the required level of quality.

PD.1.1 - Project Management Plan (PMP)

The Vendor must prepare and maintain a Project Management Plan (PMP) that details:

PD.1.1.1 - Scope Management Approach

Methods for defining, controlling, and verifying project scope.

PD.1.1.2 - Project Schedule

Detailed schedule with milestones, dependencies, and deliverables.

PD.1.1.3 - Cost Management

Budget tracking, variance analysis, and financial reporting.

PD.1.1.4 - Risk Management

Identification, monitoring, and mitigation strategies.

PD.1.1.5 - Change Control Process

Formal process for submitting, reviewing, approving, and implementing changes to project scope, requirements, schedule, or cost. This must include a Change Control Board (CCB) process, decision authority levels, and documentation of approved/rejected changes.

PD.1.1.6 - Issue Management Process

A structured approach for logging, categorizing, prioritizing, and resolving project issues. This must include issue ownership, escalation procedures, resolution timelines, and documentation of outcomes.

PD.1.1.7 - Decision Management Process

A framework for documenting, tracking, and communicating key project decisions. This must include defined decision authority levels, decision logs, and linkage of decisions to project scope, schedule, cost, or quality impacts.

PD.1.1.8 - Communication Protocols

Internal team communications and formal reporting channels with the Agency.

PD.1.1.9 - Quality Management Approach

Methods for ensuring deliverables meet defined acceptance criteria and quality standards.

PD.1.1.10 - Requirements Traceability Matrix (RTM)

A living document mapping all functional, technical, and business requirements to corresponding design elements, test cases, and deliverables, ensuring complete coverage and accountability.

PD.1.1.11 - Roles & Responsibilities

Defined responsibilities for Vendor and Agency team members, including escalation paths.

PD.1.2 - Associated Project Plans

In addition to the PMP, the Vendor must deliver associated plans to support deployment, transition, training, and ongoing operations. Required deliverables include:

PD.1.2.1 - Implementation Plan

Deployment schedule, readiness checks, phased rollout, fallback/rollback.

PD.1.2.2 - Transition Plan

Migration from current to new; continuity strategies.

PD.1.2.3 - Acceptance Testing Plan (ATP)

Test cases/criteria/roles/sign-off aligned to RTM.

PD.1.2.4 - Training Plan

Role-based training; delivery methods; materials (user/admin guides, quick refs, troubleshooting); train-the-trainer.

PD.1.2.5 - Operations & Maintenance (O&M) Plan

Post-go-live support, incident management, upgrades, monitoring/alerting.

PD.1.2.6 - Security Plan

Hosting security, data protection, IR (detect/report/contain/resolve).

PD.1.3 - Project Reporting

Weekly status reports; executive briefings on request; maintain live artifacts (schedule, risk/issue/decision/change logs, RTM).

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: Traffic Engineering Services
955 Park Street
Columbia, SC 29201 [03-3030-1]

INSTALLATION (MODIFIED)

Contractor shall install all items acquired pursuant to this contract in accordance with the Scope of Work

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

Equipment Installation and Traffic Control Plan

- Provide information regarding all equipment proposed as part of this solicitation.
- Provide your firm's qualifications regarding experience with the installation, repair and ensuring WIM and CCS sites are fully operational. Provide a project list of similar scope and size with contact information. List all contracts cancelled before the contract end date with the reason it ended early.
- Provide information regarding your firm's plan to provide Interstate and non-Interstate traffic control, and your firm's knowledge of SCDOT traffic control requirements. Additionally, Firms shall provide their experience installing equipment with the proper roadside clearances, and plan to provide such clearances as part of this solicitation.
- Provide information regarding your firm's plan to maintain and install wire, loops, piezos, and other equipment in the road in a manner to maximize the life of both the equipment and the pavement while also ensuring a smooth ride for the travelling public.

Data Quality Control and Delivery

- Provide your firm's past experience delivering quality count, classification, speed, and WIM data.
- Provide your firm's plan to provide quality, timely data to SCDOT. Provide details concerning each data format your firm will offer as well as the plan to provide each format. Attention should be paid to the desired formats listed in this solicitation's functional requirements section. Also include your calibration plan to maintain the minimum performance requirements during the life of each site.
- Provide details concerning your firm's knowledge loading WIM data to PavementME (current version).

Responsiveness to the SCDOT and the availability/readiness of the proposed staff

- Provide information regarding your firm's availability/readiness to perform the work detailed in this solicitation. Include a list of project team members with relevant experience, qualifications, certificates and technical skills. Provide a list of existing project team members located in South Carolina or plans to relocate staff. Field Supervisors and field support staff must be within 1 day driving distance, 450 mile radius, of Columbia, SC.

Non-Functional (Technical) Requirements (NR)

The following technical requirements establish the minimum standards the proposed solution must meet to be considered for award.

The Vendor is responsible for ensuring that the solution; whether developed in-house, procured from third parties, or delivered through cloud services; fully aligns with the Agency's operational needs, security policies, and compliance obligations.

The solution must integrate with existing Agency systems, protect Agency data, support scalability, and conform to recognized industry best practices for security, performance, interoperability, accessibility, and maintainability.

The Vendor must demonstrate in its proposal how each requirement is satisfied and explain how compliance will be maintained for the duration of the contract.

Formatting Requirements

Proposal responses must not exceed twenty-five (25) double-spaced pages, excluding items explicitly listed below. Proposals must be formatted as follows:

- Margins: One-inch (1") on all sides
- Font: Minimum 12-point font for body text (10-point font permitted in tables)
- Page numbering: Pages must be numbered consecutively
- Charts, tables, figures, and graphs: Count toward the page limit
- External links or embedded media: Not permitted
- Non-conforming proposals: Proposals that exceed the page limit or otherwise fail to follow these formatting requirements may be scored lower or have excess material excluded from evaluation

Items Excluded from Page Limit

The following items **do not count** toward the 25-page limit:

- Cover Page
- Signed Transmittal Letter
- Executive Summary (maximum 2 pages)
- Table of Contents
- Dividers
- Insurance Information
- Attachments specifically requested by the solicitation, including: Attachment A, B, C, etc.

Important: Any supporting documentation not explicitly requested by the solicitation that exceeds the page limit may be disregarded by the evaluators. Offerors are responsible for ensuring that all required information fits within the 25-page limit or is submitted as an approved attachment.

Proposal Structure (Minimum Required Sections)

1. Signed Transmittal Letter – excluded from page limit
2. Executive Summary – maximum 2 pages; excluded from page limit
3. Statement of Qualifications, including but not limited to:
 - Compliance with WIM and CCS technical specifications
 - Service and maintenance plan, including calibration procedures
 - Documentation of past performance, references (≥3)
 - Staffing and key personnel qualifications
 - Interoperability and data integration solutions
 - Operational procedures and safety measures
 - System versioning and infrastructure details
 - Value-added services or enhancements

Note: Each section of the proposal must be contained within the page limit unless the material is a specifically requested attachment. Any additional material included outside of approved attachments may not be considered in the evaluation.

Vendor Qualification Requirements (VQ)

The Vendor must demonstrate organizational capability, relevant experience, and sufficient resources to ensure the successful delivery, implementation, and ongoing support of the proposed software solution. The Vendor must provide complete responses to each of the following requirements:

VQ.1 - Experience

The Vendor must have a minimum of **five (5) years** of experience delivering similar solutions in government or other regulated sectors. The Vendor must summarize prior projects, including the client agency, project scope, contract value, timeline, and outcomes.

VQ.2 - References

The Vendor must provide at least **three (3)** public-sector references, including contact information and evidence of successful project acceptance and completion.

VQ.3 - Key Personnel

The Vendor must identify the Project Manager, Technical Lead, Business Analysts, and Security Lead; provide resumes and relevant certifications for each; and commit to continuity of key personnel throughout the project.

VQ.4 - Certifications

The Project Manager must hold a current PMP certification; the Security Lead must hold a current CISSP certification; and key technical personnel must hold relevant platform certifications (e.g., Azure, AWS, Oracle, ESRI, or equivalent).

VQ.5 - Subcontractors

The Vendor must identify all roles and qualifications of project personnel, and the prime Vendor remains fully responsible for the performance of all work, including that performed by any subcontractors.

VQ.6 - Conflicts/Standing

The Vendor must disclose any potential conflicts of interest, certify that it is not debarred or suspended from doing business with any government entity, and disclose any litigation or contract terminations for cause within the **past five (5) years**.

Cost & Pricing Requirements (CP)

The Vendor must provide a comprehensive, transparent, and verifiable pricing proposal that includes all costs for delivery, implementation, operation, and maintenance of the proposed solution. Pricing must be firm and binding for the duration of the contract unless otherwise specified by the Agency.

CP.1 - Pricing Structure

The Vendor must itemize all costs in U.S. dollars, including licenses and subscriptions (by users, seats, or transactions), implementation services (configuration, customization, migration, and training), hosting, maintenance and support (with SLA tiers), and any optional modules. All fees must be included.

CP.2 - Total Cost of Ownership (TCO)

The Vendor must clearly describe the licensing model, including all usage limits (e.g., users, storage, API calls), and the terms for license transfer.

CP.3 - Pricing Transparency

The Vendor must offer best-available government rates, disclose any discounts or rebates, and include all applicable third-party costs in the pricing proposal.

CP.4 - Change Management Costs

The Vendor must provide a standard rate card for key roles (e.g., project management, development, security, training) and specify pricing for change orders.

CP.5 - Maintenance/Support Costs

The Vendor must specify all annual fees and detail the services included, such as software updates, patches, help desk support, and SLA guarantees.

CP.6 - Cost Assumptions

The Vendor must document all solution drivers (e.g., user counts, transaction volumes, storage requirements) and describe the impacts of scaling on performance and cost.

Vendor Compliance Checklist

The Vendor must complete the following checklist and submit with proposal

- Functional Requirements Addressed (FR)
- Hosting model clearly indicated (HD.1)
- On-prem/cloud/hybrid requirements addressed (HD.2/3/4)
- Transition Plan (if both hosting models are offered) (HD.5)
- IAM/SSO/MFA/RBAC approach (HD.6)
- Data ownership & sharing statement (DM.1)
- Backup/DR RTO/RPO commitments (DM.2)
- Data Conversion Plan (DM.3)
- Decommissioning/Data Return terms (DM.4)
- API/OAS 3.x + sandbox (DM.5)
- Security Questionnaire (CR.1) (Attachment)
- Accessibility VPAT/ACR (CR.2)
- AI Disclosure (CR.3)
- Logging/SIEM integration details (CR.4)
- Website/Content approval compliance (CR.5)
- PMP + associated plans (PD.1, PD.1.2)
- Demo coverage matrix (PD.2)
- Proposal formatting met (PD.3)
- Warranty & Support terms (WS)
- Qualifications & references (VQ)
- Pricing schedule + rate card + assumptions (CP)

[04-4005-1]

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.

REQUIRED CERTIFICATIONS AND QUESTIONNAIRES

As a mandatory condition of responsiveness, each Offeror must submit the following completed and signed documents with its proposal, as applicable:

1. Service Provider Security Assessment Questionnaire
2. Artificial Intelligence (AI) Use Disclosure Questionnaire
3. Cloud Hosting Data & Security Compliance Attestation
4. Accessibility Conformance Report (ACR) Certification

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (APR 2024)

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. [04-4027-2]

SUBMITTING REDACTED OFFERS (MAR 2015)

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

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 -- REQUIRED INFORMATION (MAR 2015)

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 -- PROPOSALS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

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]

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

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

EVALUATION FACTORS -- PROPOSALS (MODIFIED)

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

1. 50% - Firms plan to provide accurate and complete WIM/CCS data meeting the minimum performance and data format requirements listed in the scope of work.
2. 25% - Experience, qualifications, and technical competence of the staff proposed for the type of work required.
3. 20% - Demonstration
4. 15% - Responsiveness to the SCDOT, and the availability/readiness of the proposed staff.
5. 10% - Price Proposal

PASS / FAIL EVALUATION

Submission of all required documents is evaluated on a Pass / Fail basis.

PASS: All required documents are submitted, complete, signed, and unqualified.

FAIL: Any required document is missing, incomplete, unsigned, altered, qualified, or contradicted elsewhere in the proposal.

[06-6065-1]

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (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. [07-7A015-3]

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 (MAY 2024)

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

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]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (MAY 2024)

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

OPEN TRADE (JUN 2015)

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

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

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

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

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

PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (" an amount not to exceed fifteen percent each year "), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition

of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

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

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

[07-7B007-1]

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]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

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]

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]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

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

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively

referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

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

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

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

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of

any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

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]

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

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 ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (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), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B170-1]

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]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), month(s), and day(s), 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]

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

WARRANTY – STANDARD (MODIFIED)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

Warranty & Support Requirements (WS)

WS.1 - Warranty Requirements

The Vendor must provide a **six (6) month** post-go-live warranty covering all defects within the delivered scope, during which the Vendor must remediate such defects at no additional cost to the Agency.

WS.2 - Support Requirements

The Vendor must provide a support desk or equivalent support mechanism for the proposed solution. At a minimum, the support services must include the following:

WS.1.1 - Hours

Provide support services from **7:30 AM to 5:30 PM** Eastern Time, Monday through Friday, excluding federal and state holidays.

WS.1.2 - Access

Provide toll-free phone support and email or web-based ticketing for submitting and tracking support requests.

WS.1.3 - Acknowledgment

Acknowledge all support requests within **sixty (60) minutes** during support hours.

WS.1.4 - Escalation

Provide defined response and resolution timelines for all critical issues.

WS.1.5 - Qualified Staff

Provide qualified technical support staffed by personnel with the expertise necessary to resolve issues with the proposed solution.

WS.1.6 - Incident Tracking

Maintain complete support and service records and provide them to the Agency upon request.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

The price proposal must be provided under separate cover. Provide your firm's per lane per month cost pay for data for WIM, per month cost for volume only CCS and per month cost for volume, classification and speed. There are an estimated 83 total lanes across the WIM sites.

SCDOT may negotiate with the winning firm the cost to upgrade existing CCS sites and install new CCS/WIM sites.

- Pricing Sheet

[08-8015-1]

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A – IMPORTANT TAX NOTICE - NONRESIDENTS ONLY
Attachment B – OFFEROR'S CHECKLIST
Attachment C – No SCDOT Commissioner Interest or Recent SCDOT Employee Interest Certification
Attachment D – Equal Employment Opportunity
Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Attachment F -- Certification Regarding the Use of Contract Funds for Lobbying
Attachment G -- Conflict of Interest Certification
Attachment H – Certification of Restrictions on Lobbying
Attachment I -- The Drug-Free Workplace Act
Attachment J -- SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE
Attachment K – ARTIFICIAL INTELLIGENCE USE DISCLOSURE QUESTIONNAIRE
Attachment L – CLOUD HOSTING DATA & SECURITY COMPLIANCE ATTESTATION
Attachment M – ACCESSIBILITY CONFORMANCE REPORT REVIEW CHECKLIST
Appendix A – WIM & CCS Site Locations
Appendix B – Camera Information
Appendix C—Table 3
Appendix D—Pricing Worksheet

Attachment A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: www.dor.sc.gov [09-9005-5]

Attachment B

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please DO NOT return this page with your offer.

- ✓ Completed and signed all required documents.
- ✓ Do not include any of your standard contract forms!
- ✓ Unless expressly required, do not include any additional boilerplate contract clauses.
- ✓ Reread your entire proposal to make sure your proposal does not take exception to any of the Solicitation's mandatory requirements.
- ✓ Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the heading entitled: DISCLOSURE OF YOUR BID/PROPOSAL & SUBMITTING CONFIDENTIAL DATA. ***do not mark your entire bid 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 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 proposal includes the number of copies requested.
- ✓ Check to ensure your 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-proposal conference or a question & answer period, raise your questions as a part of that process!** Please see bidding instructions and any provisions regarding pre-bid conferences.

[09-9010-1]

NO SCDOT COMMISSIONER INTEREST OR
RECENT SCDOT EMPLOYEE INTEREST

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):
 - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member’s term of appointment and for one year after the termination of the appointment.
 - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member’s term of appointment and for one year after the termination of the appointment.

2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

CONTRACTOR/CONSULTANT

By : _____
(Signature)

Print Name: _____

Date: _____

Its: _____

Attachment D

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of executive order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
- (5) The contractor will furnish all information and reports required by executive order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the united states.

Attachment E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management (<https://www.sam.gov/SAM/>), which is maintained by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the

prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants: (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the 11 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

Attachment F

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CONFLICT OF INTEREST CERTIFICATION

Name: _____
Title: _____
Project: _____

CONFLICT OF INTEREST CERTIFICATION

To the best of my knowledge, I make the following representations by signing this agreement.

1. I have no conflicts of interest regarding this Project. In determining whether any conflict of interest exists, I have considered all of the following factors that might place me in a position of conflict, actual or apparent, with my official responsibilities regarding this Project: (a) my relationship with all SCDOT employee and staff working on the Project, including any contractors or subcontractors involved in this Project; (b) my stocks, bonds, and other financial interests or commitments; (c) my employment and business arrangements (past, present, and under consideration); and (d) to the extent known by me, the financial interests and employment and business arrangements of members of my family.

2. I, my spouse, and my dependent children do not have any direct or indirect financial interest or any other beneficial interest (e.g., beneficiary of a trust) in any part of the Project.

3. I am not related to anyone, by blood or by marriage, who is a principal of any contractor, consultant, subcontractor or subconsultant who worked on this Project or who will receive additional compensation for working on a SCDOT matter.

4. I have not, directly or indirectly, sought, received, or agreed to receive anything from any officer, employee, representative, agent, or consultant associated with this Project.

5. I am not aware of any circumstances which would (a) impair my exercise of independent judgment or my impartiality with respect to my duties in analyzing this Project, or (b) prevent me from evaluating the Project solely on its merits and in accordance with the industry standards.

6. I have not received any guidance or instructions, directly or indirectly, regarding the Project except for those provided by the scope of work relating to this review.

7. I am not aware of anyone under my supervision or in my chain of command having a conflict of interest regarding this Project.

Continuing Obligation: During the review of this Project, I agree to conduct myself in such a way as not to adversely affect the confidence of the public. If subsequent events cause any change to the representations made above, create an actual or apparent conflict of interest, or create a violation of any rule of conduct contained in this agreement, I agree to inform the SCDOT promptly and to take no further action concerning the Project pending receipt of the SCDOT's instructions.

Certification: I certify that I have read and understand the above requirements.

Name (Print)

Signature

Date

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, _____

(Name and title of authorized official)

hereby certify to the South Carolina Department of Transportation, on behalf of _____ that:

(Name of consultant)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC section 1601: et seq.)).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Title of Authorized Representative

Printed Name/Title of Authorized Representative

Date

Attachment I

**THE DRUG-FREE WORKPLACE ACT
S.C. Code Ann. §§44-107-10 through -90 (1990)**

As provided by S.C. Code Ann. §44-107-30, no person (a partner, corporation organized or united for a business purpose, or a governmental agency) may receive a contract or grant "...for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the person has certified to the agency that it will provide a drug-free workplace as set forth in the "Certification Statement for Person" set forth below.

S.C. Code Ann. §44-107-40 provides that no individual may receive a contract or grant "...for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the contract or grant includes the "Certification Statement for Individual" set forth below. Please check the box beside the certification statement that applies to you and sign and date this form.

I hereby certify to the South Carolina Department of Transportation that I will provide a drug-free workplace.

I hereby certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

COMPANY NAME & ADDRESS

Authorized Signature

Date

MEMORANDUM

TO: Emmett Kirwan, Procurement Director

FROM: John N. Boozer, Interim Director of Traffic Engineering

DATE: March 3, 2026

RE: Response to Protest – Solicitation Number: 5400029091



The South Carolina Department of Transportation (SCDOT) submits this response to the protest filed regarding Solicitation Number 5400029091. After reviewing the protest and solicitation, SCDOT respectfully submits that the protest should be denied for the reasons listed below.

Background:

The South Carolina Department of Transportation (SCDOT) received a protest regarding Solicitation Number 5400029091 for statewide Weigh-in-Motion (WIM) and Continuous Count Station (CCS) services. The protest claims the software requirements are overly specific, favor the current contractor, and suggests that the software portion should be procured separately from the field services.

SCDOT has reviewed the protest and the solicitation requirements. SCDOT acknowledges the protestor's concern that the incumbent vendor has experience with certain enhancements. However, the solicitation's functional specifications are designed to allow any vendor capable of meeting or exceeding the stated requirements to compete, consistent with principles of fair and open competition under the South Carolina Consolidated Procurement Code.

Compliance:

This procurement is conducted in accordance with the South Carolina Consolidated Procurement Code (S.C. Code §11-35-10) and applicable regulations governing competitive sealed proposals. Although promoting full and open competition is a fundamental objective of the Code, SCDOT may establish minimum requirements based on system compatibility, operational needs, risk mitigation, and the best interests of the State.



Specifications must be written to allow qualified vendors to compete and must not be unduly restrictive unless justified by legitimate operational needs. A requirement is not impermissibly restrictive merely because it may be satisfied by a single vendor, provided it reflects the State's actual minimum needs and is directly related to the legitimate operational requirements essential for system performance and statewide service continuity.

SCDOT's functional specifications are designed to be non-restrictive and vendor-neutral, ensuring that any qualified provider may submit a proposal while meeting the State's operational needs, consistent with the Code.

Approach:

The solicitation was developed to ensure the accurate and reliable collection of statewide traffic data. These services are essential for federal reporting, engineering analysis, planning, pavement design, and emergency response operations. The specifications describe the functions the system must perform and do not mandate a specific software product, platform, or vendor partnership. Vendors may propose any solution that meets or exceeds the stated functional requirements, as the solicitation is designed to be non-restrictive and vendor-neutral.

The protester suggests separating software procurement from field services to increase competition. SCDOT has determined that the WIM/CCS system must remain integrated to maintain accountability, operational efficiency, and data integrity. Separating the software from field services would increase integration risk, complicate coordination, and jeopardize continuity of statewide operations. Maintaining a single contractor avoids gaps in responsibility, preserves data integrity, and supports uninterrupted statewide operations, while remaining non-restrictive and vendor-neutral.

Requirements:

The solicitation's software specifications are functional, outcome-focused, and non-restrictive, and vendor-neutral. They do not require the use of the current software platform or proprietary code, and any qualified vendor capable of meeting the functional and performance requirements may submit a proposal. These requirements are designed to address SCDOT's operational needs and ensure that system outcomes, including statewide traffic monitoring, emergency response, data integrity, and regulatory compliance, are met. They are not limited to a specific vendor and allow any capable provider to compete.



Structure:

The WIM/CCS field services and related software operate as a single, integrated system. Equipment, data transmission, quality control, reporting, and emergency management features must work together. Maintaining a single contractor model avoids gaps in responsibility, preserves data integrity, and supports uninterrupted statewide operations in a non-restrictive and vendor-neutral manner.

Separating the software from field services would divide responsibility, increase coordination challenges, introduce integration risks, and reduce accountability.

Enhancements:

Enhancements developed under the current contract were implemented to meet operational needs and followed the terms of the existing contract. The current solicitation builds on this operational experience, does not require replication of any specific software design or platform, and allows contractors to propose solutions that meet or exceed the requirements outlined in the solicitation.

Review:

The solicitation scope builds on the current WIM/CCS contract. It reflects SCDOT's operational experience with the system since 2019. This approach ensures the integrated structure of field services and software continues to support reliable statewide traffic monitoring, consistent data quality, and clear accountability for system performance, consistent with the State's authority to define minimum requirements under the Code.

Competition:

SCDOT reviewed the operational and technical needs of the WIM/CCS system before issuing the solicitation. The Department determined that maintaining the integrated structure best supports reliable statewide service while promoting full and open competition. Separating software from field services would divide responsibility, increase coordination challenges, and introduce risks. Maintaining a single contractor model mitigates these risks, preserves data integrity, and supports accountability, directly aligning with SCDOT's operational needs for reliable statewide traffic monitoring and emergency response, as mandated by the Code.

Qualified vendors are not restricted from proposing solutions that meet or exceed the specification requirements. The solicitation uses a competitive sealed proposal process, and proposals will be evaluated based on published evaluation criteria.



Emmett Kirwan
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Conclusion:

Solicitation Number 5400029091 is appropriately structured, functionally focused, and vendor-neutral, fully supporting SCDOT's operational needs for statewide traffic monitoring, emergency response, data integrity, and regulatory compliance. The requirements are aligned with operational needs, do not favor any single vendor, and provide a fair and open opportunity for all qualified providers to compete, consistent with the Code.

Maintaining the integrated structure of field services and software ensures accountability, system reliability, and continuity of statewide operations. For these reasons, SCDOT respectfully requests that the protest be denied in its entirety, as the solicitation fully reflects the State's legitimate operational requirements and complies with the Code.

TMO:tmo
File: TE/JNB

