



**RICHLAND COUNTY SCHOOL  
DISTRICT ONE**

In the Matter of:  
Capital Waste Services, LLC

BEFORE THE CHIEF  
PROCUREMENT OFFICER

**DECISION**

**POSTING DATE: February 6, 2023**

**Solicitation No.:** CBVB 2023-012

**Description:** Solid Waste Storage, Collection Disposal Services

**Issue Date:** November 3, 2022

**Opening Date:** November 29, 2022

**Notice of Intent to Award:** January 9, 2023

**Notice of Suspension of Award:** January 20, 2023

**Determination of Cancellation of Intent to Award:** February 3, 2023

**DIGEST**

The protest of the award is dismissed where the protest is rendered moot as a result of the cancellation of the award.

**AUTHORITY**

Under the District's Procurement Code §4210, the Chief Procurement Officer ("CPO") conducted an administrative review of a protest filed by Capital Waste Services, LLC ("CWS").

## **BACKGROUND**

The following facts are relevant to this decision:

- On November 9, 2022, Richland County School District One (“the District”) published a solicitation for proposals to provide Solid Waste Storage, Collection, and Disposal Services. [Exhibit A].
- By November 29, 2022, the deadline for receipt of proposals, the District received three proposals.
- On January 9, 2023, the District issued a notice of Intent to Award a contract to Waste Management of SC, Inc. (“WM”). [Exhibit B].
- On January 16, 2023, CWS filed a Notice of Intent to Protest the Intent to Award. [Exhibit C].
- On January 18, 2023, the District posted the award Suspension Notice pending the administrative review of CWS’s protest. [Exhibit D].
- On February 3, 2023, the CPO canceled the intended award of a contract to WM and ordered the cancellation of the solicitation. [Exhibits E].

CWS’ s protest brought to light issues with the solicitation and award that were not expressly raised in CWS’ s protest. As a result of those issues, the CPO canceled the intended award to WM per District Procurement Code R2085C because performance by WM had not occurred and there were inadequate or ambiguous specifications cited in the invitation. See District Code R2085(C). Furthermore, the CPO canceled the solicitation as authorized under District Code Regulation 2085(C) and District Code §1710.

A copy of the CPO’s Written Determination to Cancel the Intent to Award and Cancel the Solicitation is found in Exhibit E. As a result, CWS’s protest is moot.

## **DECISION**

Based on the foregoing, CWS’s protest is dismissed.



LaShonda Outing, CPPB  
Director of Procurement, Warehouse and  
Printing Services

February 6, 2023  
Columbia, SC

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**  
*Protest Appeal Notice (Revised July 2022)*


The District's Procurement Code, in Section 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 4410(1) within **ten** days of posting of the decision in accordance with subsection (5). The request for review must be directed to the Chief Procurement Officer, who shall forward the request to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the Chief Procurement Officer. The person also may request a hearing before the Procurement Review Panel.

**Contact Information for Chief Procurement Officer**

LaShonda Outing, CPPB  
[lashonda.outing@richlandone.org](mailto:lashonda.outing@richlandone.org)

RICHLAND COUNTY SCHOOL DISTRICT ONE  
PROCUREMENT SERVICES  
201 PARK STREET  
COLUMBIA, SC 29201

	<p align="center"><b>Richland County School District One</b></p> <p align="center"><b>Competitive Best Value Bid</b></p>	<p>Solicitation Number Date Issued Procurement Officer E-mail Address</p>	<p><b>CBVB 2023-012</b> November 3, 2022 <b>Charlene P. Maffett</b> <a href="mailto:Charlene.maffett@richlandone.org">Charlene.maffett@richlandone.org</a></p>
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DESCRIPTION: **“SOLID WASTE STORAGE, COLLECTION AND DISPOSAL SERVICES”**

*The Term "Offer" Means Your "Bid" or "Proposal"*

SUBMIT OFFER BY: **November 18, 2022 @ 3:00PM EST**  
 NUMBER OF COPIES TO BE SUBMITTED: **One (1) original, four (4) copies, and one (1) USB digital copy**  
 QUESTIONS MUST BE RECEIVED BY: **November 10, 2022 @ 11:00 AM EST via email to  
[Charlene.maffett@richlandone.org](mailto:Charlene.maffett@richlandone.org)**  
 QUESTIONS ANSWERED VIA ADDENDUM: **November 11, 2022 @ 4:00 PM EST**  
 Posted on district website [www.richlandone.org](http://www.richlandone.org)

**Offers must be submitted in a sealed package. Solicitation Number and Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

<p><b>Procurement Services 201 Park Street Room 209 Columbia, S. C. 29201</b></p>
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<p>CONFERENCE TYPE: <b>N/A</b>          DATE / TIME:          As appropriate, see “Conference – Pre-Bid/Proposal” &amp; “Site Visit” provisions</p>	<p>LOCATION: <b>N/A</b></p>
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<p>AWARD &amp; AMENDMENTS</p>	<p>This solicitation, any amendments and award, will be posted at the following web address:  <a href="http://www.richlandone.org/procurement">www.richlandone.org/procurement</a></p>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date

<p>NAME OF OFFEROR (Full legal name of business submitting the offer)</p>	<p align="center">OFFEROR'S TYPE OF ENTITY: (Check one)</p> <p><input type="checkbox"/> Small  <input type="checkbox"/> Women  <input type="checkbox"/> Minority  <input type="checkbox"/> Other _____</p> <p align="center">(See provision entitled “Signing Your Offer”)</p>
<p>AUTHORIZED SIGNATURE  (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)</p>	
<p>TITLE (Business Title of person signing above)</p>	
<p>PRINTED NAME (Printed name of person signing above)</p>	
<p>Instructions regarding Offeror's Name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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 a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i>, a separate corporation, partnership, sole proprietorship, etc.</p>	
<p>STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)</p>	
<p>TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)</p>	

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

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

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

ACKNOWLEDGEMENT OF AMENDMENTS								
ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue.								
See "Amendments to Solicitation" Provision								

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

**SOLICITATION OUTLINE**

**SECTION:**

- I. GENERAL/SCOPE OF SOLICITATION**
- II. INSTRUCTIONS TO OFFERORS**
  - A. GENERAL INSTRUCTIONS**
  - B. SPECIAL INSTRUCTIONS**
- III. SCOPE OF SERVICES / SPECIFICATIONS**
- IV. INFORMATION FOR OFFERORS TO SUBMIT**
- V. QUALIFICATIONS**
- VI. AWARD CRITERIA**
- VII. TERMS AND CONDITIONS**
  - A. GENERAL**
  - B. SPECIAL**
- VIII. BIDDING SCHEDULE**
- IX. ATTACHMENTS TO SOLICITATION**

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**Richland County School District One  
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**I. GENERAL**

**A. PURPOSE AND SCOPE OF SOLICITATION**

**ACQUIRE SERVICES:** The purpose of this solicitation is for Richland County School District One (District) to obtain a contract with a solid waste storage, collection and disposal services company to provide and maintain the services described herein for all District facilities identified on the Bidding Schedule, Section VIII.

Contractor shall furnish on a firm, fixed price (FFP) basis all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, and permits necessary to accomplish the scope of work/concerning the storage, collection and disposal of solid waste for designated District facilities.

**MAXIMUM CONTRACT PERIOD – ESTIMATED (JAN 2006):** Contract shall be in effect for a one (1) year initial period, beginning December 2022- November 2023, with the option to extend up to five (5) additional one (1) year terms, an additional two (2) years may be awarded with the approval of the Superintendent, any contracts exceeding seven (7) years must be approved by the Board.

**B. ABOUT RICHLAND COUNTY SCHOOL DISTRICT ONE**

Centrally located three hours from the beaches and the mountains of South Carolina, the Richland County School District One, hereinafter referred to as the “District or RCSD1” serves the capital city of Columbia. The District covers 482 square miles, educating approximately 26,000 students in 48 schools and approximately 4,000 adult education students. The District is proud to serve a richly diverse student body. Students from rural, suburban and urban neighborhoods combine to form a student population representative of a wide range of cultural and ethnic backgrounds. Of the District's 4,800 employees, 2,500 are classroom teachers. Richland County School District One continues to grow and hires approximately 300 new teachers each year.

Consistently ranked among the best school systems in South Carolina, the District is a leader in the state's educational community. 2005 graduates received a record \$38.4 million in scholarships and financial aid, to attend a wide range of institutions, including many of America's most competitive colleges and universities. This includes prizes won in competitions, as well as grants and loans for post-secondary education.

According to the latest data for the Class of 2000, sixty-nine percent are attending a post-secondary educational institution. Twenty-two percent are employed, seven percent are in the military and two percent are involved in other activities.

A seven-member Board of School Commissioners governs Richland County School District One. The Board has been awarded the prestigious Magna Award for outstanding programs in school governance.

**II. INSTRUCTIONS TO OFFERORS**

**A. GENERAL INSTRUCTIONS**

**DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)**

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

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

BOARD means the Richland County School District One Board of School Commissioners and its successors in interest.

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes

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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.

DISTRICT 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.

US or WE means the DISTRICT.

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. [2A.003]

**AMENDMENTS TO SOLICITATION** (JAN 2004) (a) This solicitation may be amended at any time prior to opening. All actual and prospective bidder's should monitor the following web site for the issuance of Amendments: [www.richlandone.org](http://www.richlandone.org) (Procurement Information) (b) Bidders 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. [2A.005]

**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 District official authorized to bind the District with regard to this procurement or the resulting contract. [2A.007]

**AWARD NOTIFICATION** (FEB 2015) 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, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eighth day after such notice is given. [2A.010]

**BID / PROPOSAL AS OFFER TO CONTRACT** (JAN 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with Richland County School District One. 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. [2A.015]

**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. [2A.020]

**BID IN ENGLISH & 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. [2A.025]

**BOARD AS PROCUREMENT AGENT** (FEB 2015) The Procurement Officer is an employee of the District pursuant to the District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract. [2A.030]

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION** (MAY 2008): **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.**



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- (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. [2A.032]

**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 the District or any local, 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 the District or any federal, state, or local entity.
- (2) "Principals," for the purpose 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), Offeror 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 non-responsible.

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(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 District, the Procurement Officer may terminate the contract resulting from this solicitation for default. [2A.035]

**DISTRICT PROCUREMENT CODE AVAILABLE** (FEB 2007): The District's Procurement Code, is available at: [www.richlandone.org](http://www.richlandone.org) [D2A.040]

**COMPLETION OF FORMS / CORRECTION OF ERRORS** (JAN 2006): 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). (Applicable only to offers submitted on paper.) [2A.045]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE** (FEB 2015)  
You warrant and represent 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. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [2A.047]

**DEADLINE FOR SUBMISSION OF OFFER** (JAN 2004) Any offer received after the Procurement Officer or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the purchasing office prior to the bid opening. [2A.050]

**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. [2A.065]

**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 District's attention. See clause entitled "Questions from Offerors." [2A.070]

**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 District 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

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statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [2A.075]

**IRAN DIVESTMENT ACT - CERTIFICATION** (JAN 2015): The Iran Divestment Act List is a list published pursuant to Section 11-57-310, that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://procurement.sc.gov/iran-divestment> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. By signing your Offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [2A.077]

**OMIT TAXES FROM PRICE** (JAN 2004): Do not include any sales or use taxes in Your price that the District may be required to pay. [2A.080]

**PROTESTS** (JUN 2006): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within seven (7) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) days of the date notification of award is posted in accordance with this Code. A protest shall be in writing and submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [2A.085]

**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 District 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 District during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [2A.087]

**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. [2A.090]

**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 District 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] [2A.095]

**REJECTION/CANCELLATION** (JAN 2004) The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.] [2A.0100]

**RESPONSIVENESS/IMPROPER OFFERS** (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. 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 as a separate document. If this

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solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material non-conformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [2A.105]

**RESTRICTIONS APPLICABLE TO OFFERORS** (JAN 2004) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the District Ethics Act. (a) After issuance of the solicitation, **you agree not to discuss this procurement activity in any way with District employees, agents or officials.** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, **you agree not to give anything to any District employee, agent or official prior to award.** [2A.110]

**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 venture 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. [2A.115]

**DISTRICT OFFICE CLOSINGS** (JAN 2004) If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the 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 District processes resume. In lieu of an automatic extension, an Amendment may be issued to re-schedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to re-schedule the conference. Useful information may be available at: <http://www.richlandone.org> [2A.120]

**SUBMITTING CONFIDENTIAL INFORMATION** (FEB 2015) (An overview is available at: [www.procurement.sc.gov](http://www.procurement.sc.gov))

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends

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contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by 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. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page 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 is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not 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. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, 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 District that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [2A.125]

**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. [2A.130]

**TAXPAYER IDENTIFICATION NUMBER** (JAN 2004): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United Districts and does not have an office or place of business or a fiscal paying agent in the United Districts; (ii) Offeror is an agency or instrumentality of a District or local government; (iii) Offeror is

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an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [2A.140]

**VENDOR REGISTRATION MANDATORY** (JAN 2006): You must complete a District vendor application to be eligible to submit an offer. The application will be provided as an attachment to the solicitation or it is available on our District website. [2A.145]

**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. (Procurement Code III.B.2.g) [2A.150]

**B. SPECIAL INSTRUCTIONS**

**1. Questions Relating to this CBVB**

Guidelines presented on Page 1 of Solicitation

**2. Bid Submittal**

**The District shall receive all bids by no later than date/time shown on the CBVB Cover Page.**

**Important:** Clearly mark the outside of the envelope, box, or package with the following information:

**CBVB No. 2023-012**

**Title: Solid Waste Storage, Collection and Disposal Services**

Bids should be sent via United States Postal Service hand delivered or courier service to:

**Procurement Services  
201 Park Street Room 209  
Columbia, SC 29201  
Attn: Charlene P. Maffett**

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Bidder's chosen means of proposal delivery.

**\*Bidder failure to meet the proposal due date/time shall result in rejection of the bid\***

**3. Bid Opening**

At Bid Opening, the only information that will be released are the names of participating bidders. Cost/price information will be provided after the evaluation of bidders and the issuance of an intent to award statement.

**CONFERENCE – PRE-BID/PROPOSAL (NON-MANDATORY)** (JAN 2006): 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 District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District 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. [2B.025]

**CLARIFICATIONS** (NOV 2007): Pursuant to Section III.B.2.h, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the

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solicitation. [Section 11-35-1520(8); R.19-445.2080] [2B.055]

**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. [2B.070]

**MAIL PICKUP** (JAN 2006): The District Procurement Office picks up all mail from the U.S. Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [2B.080]

**OFFERING BY LOT** (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot shall be reason for rejection. [2B.095]

**OPENING PROPOSALS – INFORMATION NOT DIVULGED** (FEB 2015) In a competitive sealed proposal (RFP), neither the number, the identity of offeror(s), nor their prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [2B.110]

**PROTEST – CPO – DISTRICT ADDRESS** (JUN 2006): Any protest must be submitted in writing to the Chief Procurement Officer, Richland County School District One, 201 Park Street, Room 209, Columbia, SC 29201. [2B.120]

**SITE VISIT** (JAN 2006): A site visit will be held at the following date, time and location. 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 District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time:

Location:

**III. SCOPE OF WORK / SPECIFICATIONS**

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER** (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified in the purchase order. [3.015]

**DELIVERY DATE – 30 DAYS ARO** (JAN 2006): Unless otherwise specified herein, all items shall be delivered no later than thirty (30) days after contractor's receipt of the purchase order. If the District requests delivery sooner than the time specified, contractor may invoice for any additional shipping charges approved on the purchase order. [3.025]

**The District reserves the right to make additions and subtractions to the scope of work, as deemed in the best interest of the district.**

**A. DEFINITIONS**

**COLLECTION** means the act of removing solid waste (or materials which have been separated for the purpose of recycling) from a central storage point.

**COLLECTION FREQUENCY** means the number of times collection is provided in a given period of time.

**SOLID WASTE** means food wastes, paper, rags, bottles, boxes, cloth, cans, cartons, crates, scrapped wood, worn out articles of equipment, furniture, and other miscellaneous school trash.

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STORAGE means the interim containment of solid waste after generation and prior to collection for ultimate recovery or disposal.

SOLID WASTE STORAGE CONTAINER means large receptacles, e.g., green boxes, dumpsters, roll off containers, which are used as a central collection point for the temporary storage of solid waste.

VECTOR means a carrier that is capable of transmitting a pathogen from one organism to another.

**B. LAWS AND STANDARDS**

The Contractor shall provide the specified service requirements in accordance with the latest revision of any federal, state and/or local laws, codes, standards and regulations necessary to perform the services, including, but not limited to:

1. US Code of Federal Regulations, Title 40 – Protection of Environment, Chapter 1, Part 243, Guidelines for the Storage and Collection of Residential, Commercial, and Institutional Solid Waste
2. SC Code § 44-96-10, South Carolina Solid Waste Policy and Management Act of 1991
3. SC DHEC Regulation 61-107.5, Collection, Temporary Storage and Transportation of Municipal Solid Waste

**C. CONTRACTOR RESPONSIBILITIES**

1. Contractor will be responsible for the storage, collection and disposal of all solid waste, i.e., garbage, refuse, including: boxes, cartons, bundles, tied newspapers, magazines, crates, tree branches, and other articles of trash.
2. The Contractor will be responsible for the conduct of his employees while on District premises. The Contractor shall be responsible for compliance with any and all statutes and regulations pertaining to the collection, transportation, and disposal of garbage, solid waste, and trash.
3. Contractor must wear a uniform (clean and neat) bearing the name of the company, visible identification displaying the applicators name.
4. Contractor personnel shall have a valid SC driver's license/identification card available for security check if/when entering school/administrative office areas.
5. Contractor shall at their own expense have a SLED background check performed on all employees prior to commencement of the services and entering District facilities. A copy of the SLED background check should be submitted to the Office of Procurement Services.

**D. SOLID WASTE STORAGE CONTAINERS**

1. The Contractor is responsible for providing all large receptacles, e.g., green boxes, dumpsters, bins/containers that will be used as a central collection point at designated areas for the temporary storage of solid waste.
2. Solid waste storage containers shall have leak proof bodies of a type specifically designed for this service. Equipment shall be properly maintained so that doors, latches, covers, etc., function in the proper manner.
3. All containers used in furnishing service under this contract shall be cleaned and sprayed with disinfectant and insecticide periodically and at such frequency as is required to maintain them in a sanitary condition, and to eliminate unsightly outward appearance, breeding of vermin, insects, and objectionable odors. Prior approval and copies of MSDS information must be provided to Maintenance Services for all chemicals prior to application and must be used in accordance with manufacturer's instructions. Special attention in cleaning shall be given to seams and rolled edges of can and covers. The cleaning and disinfecting of containers will be subject to approval by the MCO and State Health Representatives.
4. Areas around solid waste storage containers shall be properly maintained to prevent hazards to health and the environment. Contractor shall be responsible for cleaning up refuse spilled during collection.



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5. Each container shall be emptied and the container returned to its original position and lid closed.
6. Any property damage incurred during this process must be reported before close of business the same day to the Maintenance Services, Manager of Custodial Operations (MCO). Repair costs will be the responsibility of the Contractor.
7. At the commencement/mobilization of this contract, the successful bidder will be given one (1) week to deliver and place all containers at appropriate site locations. Conversely, at the conclusion of the contract, all containers must be removed from District property within one (1) week of notification. Any containers remaining on District property after one (1) week may be removed at the owner's expense and the District will assume no liability for solid waste that may be present in the containers at that time. Contractor must coordinate and cooperate with contractor(s) in removal/relocation of containers.

**E. SOLID WASTE COLLECTION AND TRANSPORTATION VEHICLES**

1. Time and frequency of collection shall be coordinated with the MCO to minimize interruption with District's activities. Normally, collection will be made in accordance with the schedule of frequency. However the **Contractor shall be required to pick-up full containers within two (2) hours after notification by authorized persons.**
2. Precautions shall be taken to prevent spillage or leakage during transport from all vehicles used to collect and/or transport solid wastes.
3. Collection and transportation vehicles or other devices used in transporting solid waste shall be cleaned and maintained as often as necessary to prevent odors, insects, rodents, or other nuisance conditions.
4. Personnel operating collection vehicles shall be qualified operators possessing such licenses as are required by the applicable SC state laws.
5. All solid waste shall be collected and disposed or recycled at an approved and appropriate site or sites other than on District property and shall be disposed of in a manner meeting the approval of South Carolina Department of Health and Environmental Control (SC DHEC) as well as applicable codes, laws, regulations, etc. Collectors shall ultimately dispose of solid waste at facilities and/or sites permitted or registered by the Department for processing or disposal of that waste stream.
6. In the event that the collection site is blocked (i.e., vehicle or other obstruction that prevents safe collection of solid waste), the designated school contact person and the MCO must be contacted immediately (mobile phones recommended). If the obstruction is not promptly removed (within 2 hours), the Contractor must notify the MCO of the "missed" collection and promptly schedule an alternate collection time. During certain times of year (i.e., school opening and closing, special events, etc.), the MCO may request additional collections due to the increased volume of solid waste during these events. These types of requests will be made on an as-needed basis and executed by the Contractor no later than noon of the next business day at the contractually agreed upon fee (listed in Bid Schedule Lot A). The District estimates approximately 75 requests for "extra" collection services during the school year; however, only actual occurrences should be invoiced on an as-needed basis. The District will agree upon a collection schedule for each site prior to commencement of this contract. Frequency of collection at auxiliary sites may differ from those of school sites. The agreed upon collection schedule for each site shall be maintained as to provide consistency for each location, Monday/Thursday and Tuesday/Friday collections are anticipated at all school sites. Contractor must adjust schedules in other areas as necessary based on community complaints and/or local noise ordinances. **NOTE: Collection in the Shandon, Hand MS, Dreher High School, South Kilbourne and Satchel Ford Elementary School vicinities must not occur before 7:00 a.m.**
7. Contractor must utilize vehicle(s) with visible and legible company logos when on RCSD1 properties.

**F. INSPECTION**

Each phase of the services rendered is subject to District inspection during the contractor's operations and after completion of tasks. **Unsatisfactory work shall ordinarily be corrected for re-inspection within**

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twenty-four (24) hours, or based on the magnitude of the task, after a reasonable span of time allowed for correction. The District reserves the right to charge the Contractor any additional cost for inspection of any task that has not been performed satisfactorily.

**G. COMPLAINT(S) RESPONSE**

Contractor shall respond within two (2) hours upon receiving a complaint for corrective action from the District MCO. This includes missed pick-ups, overflowing containers, trash left around containers, etc.

**H. VIOLATIONS**

Contractor shall be liable for all penalties and/or fines imposed as the result of Contractor failure to comply with applicable laws, regulations or requirements.

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL** (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations. [4.010]

**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. [4.030]

**A. OFFEROR SUBMITTALS WITH BID**

1. **Offeror is to provide One (1) Original, 4 Copies**, and 1 digital copy via USB

All bids should be complete and carefully worded and should convey all of the information requested by the District. If significant errors are found in the Offeror’s bid, or if the bid fails to conform to the essential requirements of the CBVB the District and the District alone, will be the judge as to whether the variance is significant enough to reject the bid. Bids should be prepared simply and economically, providing a straightforward, concise description of Offeror capabilities to satisfy the requirements of the CBVB. Emphasis should be on completeness and clarity of content. Bids which include either modifications to any of the contractual requirements of the CBVB or an Offeror’s standard terms and conditions may be deemed non-responsive and therefore not considered for award.

2. **Cover Letter**

Submit a Cover Letter, which provides a summary of the Offeror’s ability to perform the services described herein and a statement that the Offeror is willing to perform those services and enter into contract with the district. The Cover Letter must state that the Offeror will comply with all requirements of the CBVB. The Cover Letter must be signed by a person having the authority to commit the Offeror to a contract.

3. **Bid Schedule** (see Section VI, Award Criteria and Section VIII, Bid Schedule)

Note: Bid Schedule is to be provided in a separate envelope labeled “Bid Schedule”

4. **References** (see Section VI, Award Criteria)

Contractor must provide three (3) written references including current or previous projects within the last three (3) years. With at least one (1) of those references being a client of a larger or similar size. Point of contact name and phone number must be provided for references.

5. **Experience** (see Section VI, Award Criteria)

The district desires that the contractors should have at least (5) years’ experience in the area for which bids are received.

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6. **Permits and Licenses** (see Section VI, Award Criteria)

All permits and licenses required by local, state and federal authorities for solid waste and disposal services shall be required by RSCD1 prior to contract award. All permits and licenses shall be obtained, paid for by the Contractor, and kept current during the duration of this contract. The Contractor bears all financial responsibilities for obtaining and maintaining all permits and licenses. Contractor personnel performing duties on any RCSD1 site shall have the proper certifications.

7. **Equipment and Key Personnel List**

The Contractor shall furnish evidence that he is able to provide qualified operators, is in possession of sufficient equipment and vehicles to provide services

The Contractor shall provide proof that he/she has and will be in possession of sufficient equipment and personnel capable to provide service on a five (5) day/week basis with necessary back-up equipment to cover breakdown and scheduled maintenance activities. The equipment must be compatible to existing District ramps, etc. Permanent structures provided by the Contractor shall, if applicable, become property of the District at the end of the contract, (such as new concrete ramps, etc.).

**Contractor must provide with its bid submittal a listing of all equipment, vehicles and personnel that will be available for this contract.**

8. **Financial Statement and Proof of Insurance**

Contractor shall provide the past year's financial statement and copies of insurance certificates.

**V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR** (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent- company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [5.005]

**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 District may contact and evaluate your proposed subcontractors. [5.030]

## VI. AWARD CRITERIA

**AWARD CRITERIA – COMPETITIVE BEST VALUE BIDS** (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 District. [6.025]

**AWARD TO ONE OFFEROR** (JAN 2006): Award will be made to one Offeror. [6.040]

**AWARD BY LOT** (JAN 2006)

Any award resulting from this CBVB shall be awarded to the responsive and responsible offeror whose bid is determined to be the most advantageous to the District, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all bids received and in all cases, the District will be the sole judge as to whether the Offeror's bid has or has not satisfactorily met the requirements of this CBVB.

After award the District point of contact for any questions pertaining to the performance requirements of the contract shall be directed to Yolanda George, Custodial Services at [yolanda.george@richlandone.org](mailto:yolanda.george@richlandone.org).

Bids will be evaluated by a District Evaluation Panel on the basis of the following evaluation criteria listed in descending order of importance. Price must be a factor in determination of award and cannot be weighted at less than sixty percent (60%).

**1. PRICE FROM BID SCHEDULE                      60%**

**2. ABILITY TO PERFORM SERVICES              20%**

Provide evidence of your company's ability to successfully execute this contract. Documents must include, but are not limited to the following:

- a. Listing of all "primary" and "back-up equipment" to be utilized in service of this contract.
- b. Listing of the number of permanent and/or temporary personnel that will be assigned to this contract. A SLED background check must be performed on all employees prior to entering the Richland County School District One's property. A copy of the SLED background check should be submitted to the office of Procurement Services to be obtained in the contract file.
- c. Provide a copy of all applicable licenses, permits, and any other training relevant to this contract.

**3. EXPERIENCE OF CONTRACTOR              20%**

Provide at least (3) three references from previous customers of larger or similar size and scope within the past three (3) years. Point of contact name and phone number must be provided for references. Contractors should have at least (5) years' experience in the area for which bids are received.

**EVALUATION FACTORS – COMPETITIVE BEST VALUE BID** (JAN 2006): Offers will be evaluated using only the factors stated above. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [SEE ABOVE] [6.060]

**UNIT PRICE GOVERNS** (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [6.075]

## 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

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provided that the District 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 District 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. [7A.004]

**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 District. 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 District 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 District upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [7A.005]

**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. [7A.010]

**CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE** (FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. [7A.015]

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District, (ii) any invoice or other document submitted by contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using District Department. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

**DISCOUNT FOR PROMPT PAYMENT** (JAN 2006): (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District 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 District business is not expected to be conducted, payment may be made on the following business day. [7A.020]

**DISPUTES** (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal

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court located in, Richland County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United District's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [7A.025]

**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. [7A.030]

**FALSE CLAIMS** (JAN 2006): According to the S.C. Code of Laws § 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. [7A.035]

**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. [7A.040]

**NO INDEMNITY OR DEFENSE** (FEB 2015) Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason. [7A.045]

**NOTICE** (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District 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. [7A.050]

**PAYMENT & INTEREST** (FEB 2015) (a) The District 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 District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (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 District 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 District 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 District shall have all of its common law, equitable and statutory rights of set-off. [7A.055]

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**PUBLICITY** (JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [7A.060]

**PURCHASE ORDERS** (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from Richland County School District One. The District 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. [7A.065]

**SETOFF** (JAN 2006): The District shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [7A.070]

**IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS** (JAN 2015): (a) You must notify the Procurement Officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [7A.072]

**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. [7A.075]

**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 District, 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 District. It shall be solely the District'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 District to contractor, contractor shall be liable to the District 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. [7A.080]

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS** (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [7A.085]

**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. [7A.090]

**WAIVER** (JAN 2006): The District 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 District's rights under this Contract. Any waiver must be in writing. [7A.095]

**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 District, 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 District 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 District, before such filing, all government information that is in contractor’s possession in a format that can be readily utilized by the District.

(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. [7B.007]

**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 District 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 District 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 District 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. [7B.025]

**CISG** (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall **not** apply to this agreement. [7B.030]

**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. [7B.035]



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**CONTRACT LIMITATIONS** (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [7B.045]

**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 District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, 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 District 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 District 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 District 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 District 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 District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 District 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 District. The District 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 District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [7B.056]

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**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. [7B.060]

**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. [7B.065]

**DEFAULT** (JAN 2006): (a)(1) The District 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 District'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 District 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 District 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 (force majeure) or of the public enemy, (2) acts of the District 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 District may require the Contractor to transfer title and deliver to the District, 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 District has an interest.

(f) The District 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 District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District 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 District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause

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providing for termination for convenience of the District, 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 District in this clause are in addition to any other rights and remedies provided by law or under this contract. [7B.075]

**ESTIMATED QUANTITY - UNKNOWN** (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [7B.095]

**ILLEGAL IMMIGRATION** - (NOV 2008): An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District 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. [7B.097]

**INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION** (FEB 2015) (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1,

Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

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

(d) "Indemnitee" means the Richland County School District One, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [7B.102]

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**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 District, 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. District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. District 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 District. District shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against District'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 District 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 District. If neither (1) nor (2), above, is practical, District may require that Contractor remove the acquired item from District, refund to District any charges paid by District therefor, and take all steps necessary to have District 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 District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the District if the District 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. [7B.103]

**INFORMATION USE AND DISCLOSURE – STANDARDS** (FEB 2015) To the extent applicable: (a) Breach of security of District data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

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

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [7B.110]

**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. [7B.120]

**PRICE ADJUSTMENTS – LIMITED BY CPI "OTHER GOODS & SERVICES"** (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all South Urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov). [7B.175]

**PRICING DATA – AUDIT – INSPECTION** (JAN 2006): [Clause Included Pursuant to § 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. § 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 District finds that such price was increased because

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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 District 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 District 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 District 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. § 15.408 (2004) (adapted as necessary for the District context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the District 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 District. [7B.185]

**PRIVACY – WEB SERVICES** (JAN 2006): You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the District. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [7B.195]

**PURCHASING CARD** (JAN 2006): Contractor agrees to accept payment by the District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The Purchasing Card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order. [7B.200]

**RELATIONSHIP OF THE PARTIES** (JAN 2006): Neither party is an employee, agent, partner, or a joint venture 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. [7B.205]

**RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES** (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [7B.212]

**SHIPPING / RISK OF LOSS** (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the District's designated receiving site, or other location, as specified herein. (See Delivery clause) 7B.220]

**SOFTWARE LICENSING AGREEMENTS–SINGLE SOLICITATION** (FEB 2015) (a) Definitions. As used in this clause, these terms are defined as follows: "Commercial Off-The-Shelf (COTS) Software" means software used with no customization and for which source code is not made available to licensees. "Configuration" means any customer-specific modification to software that does not require changes to the

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software's source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software.

"Customization" means any customer-specific modification to software that requires changes to the software's source code.

"Firmware" means software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine's manufacturer or seller.

"Licensor" means an entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the using governmental unit.

"Piggyback" means the document attached to this solicitation and entitled *South Carolina Standard Amendment To End User License Agreements For Commercial Off- The-Shelf Software – Single Agency*, which serves as South Carolina's standard amendment to a licensor's standard software licensing agreement (regardless of how denominated, e.g., master software licensing agreement, end user license agreement) for COTS. [Note: While the piggyback is generally indicative of what the District finds acceptable, terms in a Licensor's standard software licensing agreement may need to be negotiated.]

"Software" means a combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware.

"Software licensing agreement" means any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the contract or any services (other than warranty services regarding the software code or associated documentation).

"Software maintenance" means the process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration.

"Software product" means any COTS which you propose to provide pursuant to the contract.

"Source code" means computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler or other translator.

(b) Contract and Software Licensing Agreement are Separate. The District seeks to establish related but independent agreements, one with each applicable licensor of COTS and one with the contractor - regardless of whether the licensor and the contractor are the same or different entities. As provided in the clause titled "Bid / Proposal as Offer to Contract," a contract between the District and the contractor results from an award made pursuant to this solicitation. In contrast, the District's acceptance of your offer does not serve as the District's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed in order to be binding, regardless of whether the license to use the software will be granted by you or a third party. The contract, as defined in the clause titled "Definitions," will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the District intends to pay contractor in order to acquire license rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor.

(c) **Critical Instructions.** (1) Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (i) you intend to license (or sublicense) the item directly to the District, or (ii) you intend to "resell" or distribute the item to the District (with licensing handled directly with the third-party licensor). You should use the Software Table attached to this solicitation to assist you in providing this information. (2) **Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the procurement officer.** You must be prepared to provide any requested software licensing agreement within one business day of receiving a request. (3) Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the District and those terms will form part of the contract.

(d) Pre-Condition of Award. If the work you are offering to perform is dependent upon the licensing of a software product by the District and the District is unsuccessful in negotiating an acceptable software

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licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. To facilitate the timely and successful negotiation of a software licensing agreement deemed necessary by the District, the District may ask you, after opening but prior to award, to acquire from the licensor an executed copy of the piggyback. You should communicate with the licensors for any major or critical software product well in advance of submitting a proposal, and licensors should be informed that few changes will be made to the piggyback. [The District already has, and continues to enter into, standing, statewide, licensing agreements for a variety of computer programs. Without limiting any of the above requirements, an applicable agreement may already exist for one or more items of COTS you have identified.] [7B.224]

**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 award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [7B.240]

**TERM OF CONTRACT – OPTION TO RENEW** (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District 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. [7B.245]

**TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS** (JAN 2006): Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [7B.255]

**TERMINATION FOR CONVENIENCE – SHORT FORM** (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause. [7B.260]

**WARRANTY – ONE YEAR** (JAN 2006): Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [7B.275]

**WARRANTY – STANDARD** (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [7B.280]

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**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT [7D.030]**

“Clean Air Act (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”



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**VIII. BID SCHEDULE**

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [8.015]

The total annual fee shall include all labor, materials, equipment, tools, and services necessary to provide a complete solid waste storage, collection and disposal service to Richland County School District One. Prices shall include any and all taxes, fees and other charges that are applicable.

**BEGIN - LOT A**

	Number Of Containers	Container Size (Cy)	Number Of Collections Per Week	Total Monthly Rental Fee	Annual Rental Fee (Dx12)	Weekly Collection/Disposal Fee	Annual Collection/Disposal Fee (Fx52)	Total Annual Cost (E+G)
<b>HIGH SCHOOLS (7)</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>COLUMBIA</b> 1701 Westchester Dr. Columbia, SC 29210	2	8	2	\$	\$	\$	\$	\$
	2	6	2	\$	\$	\$	\$	\$
<b>DREHER</b> 3319 Millwood Avenue Columbia, SC 29205	4	8	2	\$	\$	\$	\$	\$
<b>EAU CLAIRE</b> 4800 Monticello Road Columbia, SC 29203	4	8	2	\$	\$	\$	\$	\$
<b>A.C. FLORA</b> 1 Falcon Drive Columbia, SC 29204	4	8	2	\$	\$	\$	\$	\$
<b>C.A. JOHNSON</b> 2201-2219 Barhamville Rd Columbia, SC 29204	2	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>KEENAN</b> 361 Pisgah Church Road Columbia, SC 29203	1	8	2	\$	\$	\$	\$	\$
	2	6	2	\$	\$	\$	\$	\$
<b>LOWER RICHLAND</b> 2615 Lower Richland Blvd Hopkins, SC 29061	5	8	2	\$	\$	\$	\$	\$

<b>MIDDLE SCHOOLS (8)</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>CRAYTON</b> 5000 Clemson Ave. Columbia, SC 29206	3	8	2	\$	\$	\$	\$	\$
<b>GIBBES</b> 500 Summerlea Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>HAND</b> 2600 Wheat Street Columbia, SC 29061	2	8	2	\$	\$	\$	\$	\$
<b>HOPKINS MIDDLE</b> 1601 Clarkson Road Hopkins, SC 29061	4	8	2	\$	\$	\$	\$	\$
<b>W.A. PERRY</b> 2600 Barhamville Road Columbia, SC 29204	2	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>ST. ANDREWS</b> 1231 Bluefield Road Columbia, SC 29210	2	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>W.G. SANDERS</b> 6000 Alida Street Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$
<b>SOUTHEAST</b> 1231 Horrell Hill Road Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$

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	Number Of Containers	Container Size (Cy)	Number Of Collections Per Week	Total Monthly Rental Fee	Annual Rental Fee (Dx12)	Weekly Collection/ Disposal Fee	Annual Collection/ Disposal Fee (Fx52)	Total Annual Cost (E+G)
<b>ELEMENTARY SCHOOLS (29)</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>ARDEN</b> 1300 Ashley Street Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$
<b>BRADLEY</b> 3032 Pine Belt Road Columbia, SC 29204	2	8	2	\$	\$	\$	\$	\$
<b>BURNSIDE</b> 7300 Patterson Road Columbia, SC 29209	2	8	2	\$	\$	\$	\$	\$
<b>BROCKMAN</b> 2245 Montclair Drive Columbia, SC 29206	2	8	2	\$	\$	\$	\$	\$
<b>BURTON PACK</b> 111 Garden Drive Columbia, SC 29206	2	8	2	\$	\$	\$	\$	\$
<b>CAUGHMAN</b> 7725 Caughman Road Columbia, SC 29209	2	8	2	\$	\$	\$	\$	\$
<b>CARVER-LYON</b> 2100 Waverly Street Columbia, SC 29204	2	8	2	\$	\$	\$	\$	\$
<b>FOREST HEIGHTS</b> 2500 Blue Ridge Terrace Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$
<b>GADSDEN</b> 1660 S. Goodwin Circle Gadsden, SC 29052	1	8	2	\$	\$	\$	\$	\$
<b>HOPKINS ELEM</b> 6120 Cabin Creek Road Hopkins, SC 29061	2	8	2	\$	\$	\$	\$	\$
<b>HORRELL HILL</b> 517 Horrell Hill Road Hopkins, SC 29061	2	8	2	\$	\$	\$	\$	\$
<b>HYATT PARK</b> 4200 Main Street Columbia, SC 29203	3	8	2	\$	\$	\$	\$	\$
<b>GREENVIEW</b> 726 Easter Street Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$
<b>LOGAN</b> 815 Elmwood Avenue Columbia, SC 29201	1	8	2	\$	\$	\$	\$	\$
<b>LYON STREET</b> 1310 Lyon Street Columbia, SC 29203	1	8	2	\$	\$	\$	\$	\$
<b>MEADOWFIELD</b> 500 Galway Lane Columbia, SC 29209	2	8	2	\$	\$	\$	\$	\$
<b>MILL CREEK</b> 925 Universal Drive Columbia, SC 29209	2	8	2	\$	\$	\$	\$	\$
<b>A.C. MOORE</b> 333 Etiwan Avenue Columbia, SC 29205	1	8	2	\$	\$	\$	\$	\$
<b>PINE GROVE</b> 111 Huffstetler Drive Columbia, SC 29210	1	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>ROSEWOOD</b> 3300 Rosewood Drive Columbia, SC 29205	2	8	2	\$	\$	\$	\$	\$

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	Number Of Containers	Container Size (Cy)	Number Of Collections Per Week	Total Monthly Rental Fee	Annual Rental Fee (Dx12)	Weekly Collection/ Disposal Fee	Annual Collection/ Disposal Fee (Fx52)	Total Annual Cost (E+G)
<b>ELEMENTARY SCHOOLS (cont.)</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>H.B. RHAME</b> 1300 Arrowwood Road Columbia, SC 29210	2	8	2	\$	\$	\$	\$	\$
<b>SANDEL</b> 2700 Seminole Road Columbia, SC 29210	3	8	2	\$	\$	\$	\$	\$
<b>SATCHEL FORD</b> 5901 Satchel Ford Road Columbia, SC 29206	2	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>E.E. TAYLOR</b> 200 McRae Street Columbia, SC 29203	1	8	2	\$	\$	\$	\$	\$
<b>J.P. THOMAS</b> 6001 Weston Avenue Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>S. KILBOURNE</b> 1400 S. Kilbourne Road Columbia, SC 29205	1	8	2	\$	\$	\$	\$	\$
	1	6		\$	\$	\$	\$	\$
<b>WATKINS NANCE</b> 2525 Barhamville Road Columbia, SC 29204	2	8	2	\$	\$	\$	\$	\$
<b>WEBBER (including Magic Johnson Center)</b> 140 Webber School RD. Eastover, SC 29044	3	8	2	\$	\$	\$	\$	\$

<b>SPECIAL SCHOOLS/CENTERS (15)</b>								
<b>PENDERGRASS-FAIRWOLD</b> 2935 Token Street Columbia, SC 29203	2	8	2	\$	\$	\$	\$	\$
<b>CHALLENGER</b> 2600A Barhamville Rd. Columbia, SC 29204	1	8	2	\$	\$	\$	\$	\$
<b>SAB</b> 1616 Richland Street Columbia, SC 29201	1	8	2	\$	\$	\$	\$	\$
<b>HEYWARD CAREER</b> 3560 Lynhaven Drive Columbia, SC 29204	1	8	2	\$	\$	\$	\$	\$
	1	6	2	\$	\$	\$	\$	\$
<b>MOTOR POOL</b> 220 Wayne Street Columbia, SC 29201	1	8	2	\$	\$	\$	\$	\$
<b>CSF</b> 1224 Whitney Street Columbia, SC 29201	1	8	2	\$	\$	\$	\$	\$
<b>WAREHOUSE</b> 927 Whaley Street Columbia, SC 29201	1	8	2	\$	\$	\$	\$	\$
<b>WAVERLY ANNEX</b> 1225 Oak Street Columbia, SC 29204	1		2	\$	\$	\$	\$	\$
<b>BOLDEN STADIUM AND TRACK</b> 2600 Barhamville Road Columbia, SC 29204	1	8	1	\$	\$	\$	\$	\$
	1	6		\$	\$	\$	\$	\$

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SPECIAL SCHOOLS/CENTERS (15)	Number Of Containers	Container Size (Cy)	Number Of Collections Per Week	Total Monthly Rental Fee	Annual Rental Fee (Dx12)	Weekly Collection/Disposal Fee	Annual Collection/Disposal Fee (Fx52)	Total Annual Cost (E+G)
	A	B	C	D	E	F	G	H
<b>MEMORIAL STADIUM</b> 1000-1098 S. Holly Street Columbia, SC 29205	1	8	1	\$	\$	\$	\$	\$
<b>LR STADIUM</b> *See address for Lower Richland High School	1	6	1	\$	\$	\$	\$	\$
<b>North Main Support Cen.</b> 8012 Wilson Boulevard Columbia, SC 29203	1	6	2	\$	\$	\$	\$	\$
<b>LOWER RICHLAND TRANSPORTATION</b> 1513 Rabbit Run Hopkins, SC 29061	1	6	2	\$	\$	\$	\$	\$
<b>WATKINS ADULT ED.</b> 2612 Covenant Road Columbia, SC 29204	1	8	2	\$	\$	\$	\$	\$
<b>OLYMPIA LEARNING CENTER</b> 621 Bluff Road Columbia, SC 29204	3	8	2	\$	\$	\$	\$	\$
<b>CENTRAL KITCHEN</b> 1224 Whitney Street Columbia, SC 29201	1	30 yard Trash Compactor	1	\$	\$	\$	\$	\$

**END - LOT A**

Subtotal Column H for Lot A \$ \_\_\_\_\_

Total Price for Lot A \$ \_\_\_\_\_

**LOT B**

SPECIAL SCHOOLS/CENTERS	Number Of Containers	Container Size (Cy)	Number Of Collections Per Week	Total Monthly Rental Fee	Annual Rental Fee (Dx12)	Weekly Collection/Disposal Fee	Annual Collection/Disposal Fee (Fx52)	Total Annual Cost (E+G)
	A	B	C	D	E	F	G	H
<b>ALL District Locations For Cardboard Recycling</b> High School – 7 each Middle School – 9 each Elementary/Admin Sites-34	50	8	1	\$	\$	\$	\$	\$

Total Price for Lot B \$ \_\_\_\_\_

**Richland County School District One  
CBVB: Solid Waste Storage, Collection and Disposal Services**

**\*OPTIONAL SERVICES**

**\* WILL NOT BE A FACTOR IN AWARD.**

1. Roll-off container fees

Daily Rental	\$ _____
Weekly Rental	\$ _____
Monthly Rental	\$ _____
Dump Cost	\$ _____
Extra Collection Fee	\$ _____ X 75 \$ _____

2. Additional Recycling 8 cubic yard containers to include, but not limited to the recycling of paper, plastics, and aluminum

Daily Rental	\$ _____
Weekly Rental	\$ _____
Monthly Rental	\$ _____
Collection Fee	\$ _____

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Richland County School District One**  
**CBVB: Solid Waste Storage, Collection and Disposal Services**

**IX. ATTACHMENTS TO SOLICITATION**

The following documents are attached to this solicitation:

- A. Offeror Response "No Bid" Form
- B. Vendor Application
- C. W-9, Request for Taxpayer Identification Number and Certification (Completed)
- D. Offeror Checklist
- E. District's Calendar

ATTACHMENT A  
OFFEROR RESPONSE FORM



RICHLAND COUNTY SCHOOL DISTRICT ONE  
PROCUREMENT SERVICES  
201 PARK ST.  
COLUMBIA, S.C. 29201  
PHONE (803) 231-7031  
FAX 803) 231-7032

Solicitation Number: CBVB No. 2023-012

Solicitation Name: Solid Waste Collection and Disposal Services

Bid Opening Date: November 18, 2022 @ 3:00 PM EST

If you are **NOT RESPONDING** to this solicitation, please check the reasons listed below on this form, and returned to the address above. You may also return this form by fax to (803) 231-7032. Failure to respond to three (3) consecutive RCSD1 solicitations may result in your firm being removed from the district's bidder list.

Company Name: \_\_\_\_\_

- Small Woman
- Minority Business Enterprise
- SWMBE
- Others

Representative Name: \_\_\_\_\_

Telephone/Fax Number: \_\_\_\_\_

- Do not sell or provide requested products and/or services
- Cannot comply with specifications/scope of work
- Specifications/scope of work is unclear
- Cannot meet delivery timeframe and/or period of performance
- Delivery timeframe and/or period of performance unreasonable
- Cannot meet insurance and/or bond requirements
- Not enough time to prepare bid/proposal
- Plan to subcontract
- Job too small
- Job too large
- Current workload does not permit (provide details)
- Cannot provide competitive pricing
- Other (please explain): \_\_\_\_\_

*Thank you for your assistance, Please return form within (3) three days after bid opening.*

ATTACHMENT B



**VENDOR APPLICATION**  
 Procurement Services  
 201 Park Street  
 Columbia, SC 29201  
 PH: 803-231-7033 FAX: 803-231-7042  
**Vendor Applications shall be completed and submitted with proposals**  
 (Subject to any federal, state and local laws)

M-Minority  S-Small  W-Woman  O-Other  W-9 Attached

Name: _____ SSN or FEIN: _____ Telephone Number: _____ Fax Number: _____	DBA: _____ Business License Number: _____ State: _____ How long in present business ___ Years In the interest of protection for the District and its vendors, it is mandatory for vendors to have purchase authorization in the form of a signed Purchase Order BEFORE placing an order.
Address To Which Bids/Quotes and Purchase Orders Are to be Mailed: <div style="border: 1px solid black; height: 60px; margin: 5px 0;"></div> Email Address For Electronic Purchase Order Transmittals to be Mailed: _____ Website: _____	Remittance Address (If Different From Bids/Quotes/PO mailing Address): <div style="border: 1px solid black; height: 60px; margin: 5px 0;"></div> P-Card Payment Preferred ___ Yes ___ No An active application does not legally entitle a vendor to any particular solicitation, therefore, vendors are encouraged to check the District's website: <a href="http://www.richlandone.org">www.richlandone.org</a> for legal notices of Invitation to Bid (IFB). The Procurement Department may also be contacted for solicitation information.
Type of Organization (Check One): ___ Individual ___ Partnership ___ Corporation ___ Other	
RCSD One requires that no employee or Board of School Commissioners may have a special interest in any contract paid with funds belonging to or administered by the Board of School Commissioners. If you/your firm have such a relationship, attach a separate sheet explaining the relationship. All transactions are governed by the laws of the State of South Carolina and the board of School Commissioners for RCSD One.	
I certify that information supplied herein is correct and neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as known, now debarred, suspended or otherwise declared ineligible by the agency of Federal Government, agencies of the State of South Carolina or by Richland County School District One.	

Person Authorized to Sign this Application, Title

Date



Richland County School District One  
 CBVB: Solid Waste Storage, Collection and Disposal Services

Form <b>W-9</b> <small>(Rev. December 2011)          Department of the Treasury          Internal Revenue Service</small>	<b>Request for Taxpayer          Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
--------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------	-----------------------------------------------------------

Print or type See specific instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

<b>Part I Taxpayer Identification Number (TIN)</b>																																																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td> </tr> <tr> <td colspan="4"></td><td style="text-align: center;">-</td><td colspan="3"></td><td style="text-align: center;">-</td><td colspan="4"></td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td><td style="width:30px;"> </td> </tr> <tr> <td colspan="4"></td><td style="text-align: center;">-</td><td colspan="7"></td> </tr> </table>	Social security number																										-				-					Employer identification number																										-							
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<b>Part II Certification</b>
Under penalties of perjury, I certify that:
<ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> </ol>
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**ATTACHMENT D  
OFFEROR CHECKLIST**

*AVOID COMMON MISTAKES*  
Web site: [www.richlandone.org](http://www.richlandone.org)

Review this checklist prior to submitting your proposal  
If you fail to follow this checklist, you risk having your proposal rejected.

- 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 DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **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.

**NOTE:** This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

ATTACHMENT E

## RICHLAND ONE 2022-2023 ACADEMIC CALENDAR

Independence Day	July 4
Professional Development	August 9-11
Teacher Workdays	August 12 & 15
First Day for Students	August 16
Labor Day Holiday	September 5
Professional Development Day (Early Release Students)	September 23
End of First Reporting Period (41st Day)	October 12
Teacher Workday	October 14
Report Cards Issued	October 20
Early Release for Students-Parent Teacher Conferences	October 24
Professional Development (Early Release for Students)	November 7
Election Day	November 8
Thanksgiving Break	November 23-25
End of Second Reporting Period (85th Day)	December 20
Winter Break	December 21-30
Student/Staff Holiday	January 2
Teacher Workday	January 3
Report Cards Issued	January 12
Professional Development (Early Release for Students)	January 13
Martin Luther King, Jr. Holiday	January 16
Professional Development (Early Release for Students)	February 17
Professional Development Day	February 20
End of Third Reporting Period (132 Days)	March 10
Teacher Workday	March 13
Report Cards Issued	March 16
Early Release for Students- Parent Teacher Conferences	March 20
Spring Break	April 10-14
Professional Development (Early Release for Students)	April 28
Last Day for Students (180 Days) (Early Release for Students)	May 26
Teacher Workday	May 27
Holiday	May 29

### CALENDAR NOTES

Student and Staff Make-Up Days: December 21, February 20, March 13  
 Early release times: elementary (11 a.m.), high (11:45 a.m.), middle (12:30 p.m.)

Note: 180-, 182-, 184- and 186-day employees do not work on 10/14/22; 1/3/23; 2/20/23; or 3/13/23.

200-, 220-, and 240-day employees are required to work on 5/27/23.

Nutrition Services employees work on 10/14/22 and 2/20/23.

- First/Last Day of School for Students
- Professional Development Day (No school for students)
- Student/Staff Holiday (Schools/Offices Closed)
- Teacher Workday (No school for students)
- Professional Development (Early release for students)
- End of Nine Weeks
- Early Release for Students/Parent Teacher Conference

2022-2023 Employee Work Schedule		
	First Workday	Last Workday
180-day employees	August 16, 2022	May 26, 2023
182-day employees	August 15, 2022	May 27, 2023
184-day employees	August 11, 2022	May 27, 2023
186-day employees	August 9, 2022	May 27, 2023
190-day employees	August 9, 2022	May 27, 2023
200-day employees	August 2, 2022	June 5, 2023
220-day employees	July 19, 2022	June 19, 2023
240-day employees	July 1, 2022	June 30, 2023

<h3 style="text-align: center; margin: 0;">JULY 2022</h3> <table style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr style="background-color: #4a4a8a; color: white;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							<h3 style="text-align: center; margin: 0;">AUGUST 2022</h3> <table style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr style="background-color: #4a4a8a; color: white;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
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<https://www.richlandone.org/cms/lib/SC02209149/Centricity/Domain/145/Vendor%20Application%20%20rev%204-2021%20fillable.pdf>



**RICHLAND COUNTY SCHOOL DISTRICT ONE  
PROCUREMENT SERVICES  
201 PARK STREET  
COLUMBIA SC 29201**

**INTENT TO AWARD**

**Posting Date: January 9, 2023**

**Solicitation No:** CBVB 2023-012  
**Description:** Solid Waste Storage, Collection and Disposal Services  
**Issue Date:** November 3, 2022  
**Opening Date:** November 29, 2022

In accordance with the Richland County School District One Procurement Code, the District intends to award a contract as noted below. Unless otherwise suspended or canceled, this document becomes the **final Statement of Award** effective **05:00 PM (EST), January 18, 2023**. Unless otherwise provided in the solicitation, the final Statement of Award serves as acceptance of your offer.

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

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided. [Procurement Code, Section IX, Legal and Contractual Remedies]

PROTEST (CPO ADDRESS): Any protest must be addressed to the Chief Procurement Officer, Procurement Services Office, and submitted in writing to the address above.

<b>Contract Number:</b>	CBVB 2023-012
<b>Awarded To:</b>	Waste Management of SC, Inc.
	Elgin, South Carolina

<b>Total Potential Value:</b>	Est. Value \$414,945.16 (per year)
<b>Initial Contract Period:</b>	January 2023 – December 2023
<b>Maximum Contract Period:</b>	January 2024 – December 2027

Procurement Officer: Charlene P. Maffett



January 16, 2022

**Via certified mail and email**

Procurement Services  
 201 Park Street  
 Room 209  
 Columbia, SC 29201

**Re: Bid/Letter of Intent Protest from Capital Waste Services  
 RFP # CBVB No. 2023-012**

Dear Charlene P. Maffet,

In accordance with solicitation number CBVB No. 2023-012, Capital Waste Services LLC, respectfully submits this bid protest, challenging Richland County School District Ones' non-award of contract for **SOLID WASTE STORAGE, COLLECTION AND DISPOSAL SERVICES** to Capital Waste Services in response to Capital Waste Services' response to Richland County School District Ones' Competitive Best Value Bid.

In accordance with page 8 of document #CBVB No. 2023-012, please note that this protest is within seven (7) days of intent to award notification sent by Richland County School District One to Katie Matthews, Area Sales Manager for Capital Waste Services and posted January 9, 2023, stating Waste Management of SC, Inc is the intended vendor for the contract:

<b>Contract Number:</b>	CBVB 2023-012
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<b>Total Potential Value:</b>	Est. Value \$414,945.16 (per year)
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<b>Maximum Contract Period:</b>	January 2024 – December 2027

- PROTESTS (JUN 2006):** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within seven (7) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) days of the date notification of award is posted in accordance with this Code. A protest shall be in writing and submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest

Capital Waste Services requests the following:  
 Richland County School District One awards the **RFP # CBVB No. 2023-012** contract to Capital Waste Services based on pricing, ability to perform, and experience. Capital Waste Services, LLC submitted the best competitive bid.



Capital Waste Services submitted a financial bid significantly lower in yearly costs than Waste Management's advertised rate on the intent to award document which is weighted 60% of the tabulation for the award.

- Waste Management of SC- \$414,945.16
- Capital Waste Services, LLC- \$393,837.00

Additionally in accordance with page 16 of **RFP # CBVB No. 2023-012** section titled "**Award Criteria,**" Capital Waste Services meets and exceeds the ability to perform service (20%) and Experience of the Contractor (20%), all of which is well documented as requested within the bid response submitted on time by Capital Waste Services.

**BVB No. 2023-012 Page 17 of 40**

- **VI. AWARD CRITERIA**
- **AWARD CRITERIA – COMPETITIVE BEST VALUE BIDS** (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 District. [6.025]
- **AWARD TO ONE OFFEROR** (JAN 2006): Award will be made to one Offeror. [6.040]
- **AWARD BY LOT** (JAN 2006)
- Any award resulting from this CBVB shall be awarded to the responsive and responsible offeror whose bid is determined to be the most advantageous to the District, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all bids received and in all cases, the District will be the sole judge as to whether the Offeror's bid has or has not satisfactorily met the requirements of this CBVB.
- After award the District point of contact for any questions pertaining to the performance requirements of the contract shall be directed to Yolanda George, Custodial Services at [yolanda.george@richlandone.org](mailto:yolanda.george@richlandone.org).
- Bids will be evaluated by a District Evaluation Panel on the basis of the following evaluation criteria listed in descending order of importance. Price must be a factor in determination of award and cannot be weighted at less than sixty percent (60%).
- **PRICE FROM BID SCHEDULE 60%**
- **ABILITY TO PERFORM SERVICES 20%**
- Provide evidence of your company's ability to successfully execute this contract. Documents must include, but are not limited to the following:
- Listing of all "primary" and "back-up equipment" to be utilized in service of this contract.
- Listing of the number of permanent and/or temporary personnel that will be assigned to this contract. A SLED background check must be performed on all employees prior to entering the Richland County School District One's property. A copy of the SLED background check should be submitted to the office of Procurement Services to be obtained in the contract file.
- Provide a copy of all applicable licenses, permits, and any other training relevant to this contract.
- **EXPERIENCE OF CONTRACTOR 20%**



- *Provide at least (3) three references from previous customers of larger or similar size and scope within the past three (3) years. Point of contact name and phone number must be provided for references. Contractors should have at least (5) years' experience in the area for which bids are received.*
- **EVALUATION FACTORS – COMPETITIVE BEST VALUE BID** (JAN 2006): *Offers will be evaluated using only the factors stated above. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [SEE ABOVE] [6.060]*
- **UNIT PRICE GOVERNS** (JAN 2006): *In determining award, unit prices will govern over extended prices unless otherwise stated. [6.075]*
- **VII. TERMS AND CONDITIONS - A. GENERAL**

Capital Waste Services, LLC has made several attempts both by phone and email to Ms. Maffet with no additional explanation or response to our requests for a more detailed Tabulation of Bids matrix. The tabulation attached to the Intent to Award simply acknowledges that all bidders completed and signed the addendum.

We thank you in advance for a quick resolution to our request. Capital Waste Services, LLC has a long-standing relationship with Richland County and Richland County Schools. Our hope is to continue to provide the county, the schools, and the community with the service you deserve.

Warmly,

Katie Matthews  
Area Sales Manager  
[Katie.matthews@capwasteservices.com](mailto:Katie.matthews@capwasteservices.com)  
Cell: 803.671.2848

Cc: Kim Huckabee, Capital Waste Services VP of Sales

**Attachments**

- **Original Requests for Competitive Bid**
- **Capital Waste Services Response**
- **Letter of Clarification**
- **Intent to Award Posting**
- **Tabulations of Bid**



**RICHLAND COUNTY SCHOOL DISTRICT ONE  
PROCUREMENT SERVICES  
201 PARK STREET  
COLUMBIA SC 29201**

**Notice Regarding Award  
Posting Date: January 20, 2023**

**SUSPENSION NOTICE**

**PROTEST: IN RESPONSE TO A PROTEST, THE INTENT TO AWARD IS HEREBY SUSPENDED PENDING THE ADMINISTRATIVE REVIEW BY THE CHIEF PROCUREMENT OFFICER.**

**\*PROTEST RECEIVED JANUARY 16, 2023 - \*(District Holiday-Closed)**

**Solicitation No: CBVB 2023-012  
Description: Solid Waste Storage, Collection and Disposal Services  
Issue Date: November 3, 2022  
Opening Date: November 29, 2022**

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<b>Maximum Contract Period:</b>	January 2024 – December 2027

Procurement Officer: *Charlene P. Maffett*

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**RICHLAND COUNTY SCHOOL  
 DISTRICT ONE**

In the Matter of:  
 Capital Waste Services, LLC

BEFORE THE CHIEF  
 PROCUREMENT OFFICER

**WRITTEN DETERMINATIONS TO  
 CANCEL INTENT TO AWARD AND  
 CANCEL SOLICITATION<sup>1</sup>**

**POSTING DATE: February 6, 2023**

<b>Solicitation No.:</b>	CBVB 2023-012
<b>Description:</b>	Solid Waste Storage, Collection Disposal Services
<b>Issue Date:</b>	November 3, 2022
<b>Opening Date</b>	November 29, 2022
<b>Notice of Intent to Award:</b>	January 9, 2023
<b>Notice of Suspension of Award:</b>	January 20, 2023

**AUTHORITY**

The undersigned Chief Procurement Officer (“CPO”) conducted an administrative review under Richland County School District One’s (“the District’s”) Procurement Code (“District Code”) §1520(7) and Regulation 2085. The undersigned provides the following Written Determinations based on the evidence, applicable law, and precedents.

**BACKGROUND**

The following are facts relevant to this determination:

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<sup>1</sup> In addition to posting on the District’s Procurement website, the undersigned provided a copy of this written determination to all actual bidders.

- On November 3, 2022, Richland County School District One (“the District”) published a solicitation (“the Solicitation”) for proposals to provide Solid Waste Storage, Collection, and Disposal Services. [Exhibit A].
- By November 29, 2022, the deadline for receipt of proposals, the District received three bids.
- On January 9, 2023, the District issued a Notice of Intent to Award a contract to Waste Management of SC, Inc. (“WM”). [Exhibit B].
- On January 16, 2023, CWS filed a Notice of Intent to Protest and Protest of the Intent to Award. [Exhibit C].
- On January 18, 2023, the District posted the award Suspension Notice pending the administrative review of CWS’s protest. [Exhibit D].

CWS’s protest brought to light issues with the Solicitation and award that were not expressly raised in CWS’s protest.

### **DIGEST**

In accordance with the District Code R2085, the District hereby notifies all offerors who submitted bids in response to Solicitation No.: CBVB 2023-012 (“the Solicitation”) that the District cancels the intent to award a contract to Waste Management of SC, Inc. (“WM”).

As a result of the determination from the review under District Code R2085, the CPO also cancels the Solicitation under District Code §1710 and intends to reissue a comparable solicitation with the appropriate and unambiguous specifications.

### **DISCUSSION**

Pursuant to the District Code R2085 (C), the District’s CPO is authorized to consider and decide the following: “[a]fter an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled. . . .” Accordingly, the undersigned CPO cancels the intent to award issued on January 9, 2023, and subsequently cancels the above-referenced Solicitation.

Under District Code R2085(C)(1) the CPO may cancel an intent to award prior to performance if the CPO determined in writing that “[i]nadequate or ambiguous specifications were cited in the [solicitation].” As an initial matter, the CPO finds the District issued the Notice of Suspension of the Intent to Award on January 20, 2023, and no valid purchase order was issued in response to the Notice of Intent to Award. Accordingly, the District has not issued a final statement or notice of award. Therefore,

the intended award recipient knows or should have known that it had not been directed to begin performance regarding the Solicitation.

Here, the CPO finds that the Solicitation's language remains too subjective and ambiguous to provide a clearly defined criterion to potential bidders regarding the specifications for proof of equipment capabilities and required licensure.

Section III(E) of the Solicitation fails to direct proposed offerors to demonstrate how the type of equipment currently owned by an offeror can meet the solid waste disposal needs in a specified and highly detailed manner before issuing the contract. Additionally, to ensure a seamless transition from the current vendor to a future vendor, the need to possess the required licenses during Solicitation is essential to any future vendor. Thus, the licensure requirement in Section IV(A)(6), should be updated to require proof of licensure during Solicitation—not just prior to award.

Due to the District's large geographic and high population needs, the ability of an offeror to immediately fully implement performance to the highest level possible is essential to the safety, health, and well-being of the District's students and staff. The ambiguity of specifications and licensure requirements did not emerge until the administrative review following CWS's protest. Given the health, sanitation, and safety components of the Solicitation's services, the CPO finds that the Cancellation of Intent to Award and Solicitation is vital for the well-being of the District students and staff.

In addition to revising the specifications to make clear how the equipment requirements can match up to the District's unique needs and to clear up other ambiguities, the CPO has determined that there is a need to cancel the Intent to Award and Solicitation and reissue the Solicitation with revised specifications at a later date.

## DETERMINATIONS

District Code R2085(C) provides:

“After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled. . . or a new solicitation issued or the existing Solicitation canceled, if the Chief Procurement Officer determines in writing that:

- (1) Inadequate or ambiguous specifications were cited in the invitation;
- ...
- (8) For other reasons, cancellation is clearly in the best interest of the State.”

Therefore, based on the foregoing, under the authority of the District Code, the Intent to Award a contract for the above-referenced Solicitation is canceled because performance has not occurred, the Solicitation language is ambiguous, and, as posted, does not meet the District’s current needs.

Accordingly, under District Code R2085(C) and §1710 the CPO cancels the Solicitation, and the matter remanded to the Procurement Manager with instructions to proceed in accordance with the District Code.

*LaShonda Outing*

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LaShonda Outing, CPPB  
Director of Procurement, Warehouse and Printing  
Services

February 6, 2023  
Columbia, SC

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**  
*Written Determinations Appeal Notice (Revised July 2022)*

The District Code, §4410(1)(b), states:

**“District Procurement Review Panel”**

(1) Creation. There is created the District’s Procurement Review Panel which is charged with the responsibility to review and determine *de novo*:  
(a) requests for review of *written determinations* of the chief business officials pursuant to Sections 4210(6), 4220(5), and 4230(6); and  
(b) requests for review of other *written determinations, decisions, policies, and procedures* arising from or concerning the procurement of supplies, services, information technology, or construction procured in accordance with the provisions of this code and the regulations; except that a matter which could have been brought before the chief business officials in a timely and appropriate manner pursuant to Sections 4210, 4220, or 4230, but was not, must not be the subject of review under this paragraph. Requests for review pursuant to this paragraph must be submitted to the chief business official in writing, setting forth the grounds, within fifteen days of the date of the written determinations, decisions, policies, and procedures.” (Emphasis added.).

*See generally, Protest of Three Rivers Solid Waste Authority by Chambers Development Co., Inc.; Case Nos. 1996-4 & 1996-5, Protest of Charleston County School District, Case No. 1985-5; Charleston County School Dist. v. Leatherman, 295 S.C. 264, 368 S.E.2d 76 (Ct.App.1988).*

**Contact Information for Chief Procurement Officer**

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