

	<h2 style="text-align: center;">State of South Carolina</h2> <p style="text-align: center;">Request for Proposal</p>	<p><b>Solicitation:</b> 5400028190  <b>Date Issued:</b> 04/23/2025  <b>Procurement Officer:</b> ZACH YARBROUGH  <b>Phone:</b> 803-896-0284  <b>E-Mail Address:</b> <a href="mailto:zyarbrough@mmo.sc.gov">zyarbrough@mmo.sc.gov</a>  <b>Mailing Address:</b> SFAA, Div. of Procurement Services,  1201 Main Street, Suite 600  Columbia SC 29201</p>
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**DESCRIPTION: Engagement Facilitator EPA Solar for All Grant**

**USING GOVERNMENTAL UNIT: South Carolina Office of Resilience**

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

**SUBMIT OFFER BY (Opening Date/Time): 05/23/2025 11:00:00** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 05/06/2025 23:59:00** (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: One (1) on-line submission and One (1) Redacted Copy submitted online.**

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

<p><b>CONFERENCE TYPE: Pre-Proposal</b>  <b>DATE &amp; TIME: 05/06/2025 15:30:00</b></p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p><b>LOCATION: Tele-Conference Contact</b>  <b>Procurement Manager for dial-in</b>  <b>information.</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>06/19/2025</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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

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

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

## PAGE TWO

(Return Page Two with Your Offer)

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

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

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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***Per Section 11-35-1524 (E), preferences are not applicable.***

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## I. SCOPE OF SOLICITATION

### ACQUIRE SERVICES (MODIFIED)

The State of South Carolina, State Fiscal Accountability Authority (SFAA) Office of State Procurement, on behalf of the South Carolina Office of Resilience (SCOR) seeks proposals from interested entities to offer services as an Engagement Facilitator for the South Carolina Solar For All (SCSFA) grant that was awarded to SCOR by the Environmental Protection Agency (EPA).

The Contractor (also referred to as Engagement Facilitator), in conjunction and coordination with SCOR, will implement the ***SCSFA Meaningful Involvement Plan*** and conduct related planning, reporting, and communications tasks throughout the Solar for All award project period. SCOR expects that a large proportion of the Engagement Facilitator's work will occur during the first year of the contract. During Year 1 the Engagement Facilitator will be tasked with assisting SCOR with its one-year Planning Period (January 2025 to December 2025), which includes refining the SCSFA program design and developing the SCSFA Implementation Workplan. The ***SCSFA Meaningful Involvement Plan*** (Attachment A) establishes the Advisory Committee, Community Leaders Action Team, and Stakeholder Roundtable groups and describes the formal mechanisms SCOR will use to obtain stakeholder input and support two-way conversations with communities as SCOR builds, refines, and implements the SCSFA program. As part of the SCSFA Implementation Workplan, SCOR is required to develop a Meaningful Benefits Plan, Financial Assistance Strategy, and Project Deployment Technical Assistance Strategy. The stakeholder and community engagement processes outlined in the ***SCSFA Meaningful Involvement Plan*** are integral to developing these plans and strategies. Other Year 1 activities include developing and initiating execution of the communications and outreach plan for the SCSFA Implementation Phase (anticipated January 2026 to April 2029); obtaining feedback on engagement events and the engagement process as a whole, to inform potential modifications to SCOR's meaningful involvement strategies; and collecting information for use in SCOR's semi-annual reports to EPA. During Years 2 through 4, the Engagement Facilitator will continue to organize and conduct meetings for the various groups listed above, obtain feedback on program implementation, and develop data and information that can be used to fulfill EPA Solar for All reporting requirements

### MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: **7/1/2025** End date: **6/30/2029** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

The resulting Contract is intended to have a term of four (4) years.

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

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

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

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

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

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(5)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-4]

### AMENDMENTS TO SOLICITATION (JAN 2004)

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

#### AUTHORIZED AGENT (FEB 2015)

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

#### AWARD NOTIFICATION (MAR 2024)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

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

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

#### BID ACCEPTANCE PERIOD (JAN 2004)

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

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

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

#### AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]



## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

**GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

- (2)
- (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-2]

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

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

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

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

[02-2A035-1]

## CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>  
[02-2A040-2]

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

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

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances

that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

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

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

#### DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

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

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

#### DUTY TO INQUIRE (FEB 2015)

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

#### ETHICS CERTIFICATE (MAY 2008)

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

contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

#### OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

#### OPEN TRADE REPRESENTATION (JUN 2015)

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

#### PRICING (MAR 2024)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined.

(b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E.

(c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

#### PROTESTS (MAR 2024)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO."

(b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to [tssimmons@mmo.sc.gov](mailto:tssimmons@mmo.sc.gov). If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at [www.procurement.sc.gov/legal](http://www.procurement.sc.gov/legal). [02-2A085-3]

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

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

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

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

#### PUBLIC OPENING (JAN 2004)

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

#### QUESTIONS FROM OFFERORS (MODIFIED)

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

(b) Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email, "**Questions 5400028190 Solar Engagement Facilitator**". Questions must be submitted in an easily copied format such as MS Word.

Please do not place your questions in tables.

Email: [zyarbrough@mmo.sc.gov](mailto:zyarbrough@mmo.sc.gov)

(c) 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.

(d) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

#### REJECTION/CANCELLATION (JAN 2004)

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

#### RESPONSIVENESS (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (1) if it does not constitute an unambiguous offer to enter into a contract with the State, or (2) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements.

(b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

### SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror.

(a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

(b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.

(c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

(d) An Offer may be submitted by a joint 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. [02-2A115-1]

### STATE OFFICE CLOSINGS (JAN 2004)

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

<https://scemd.org/closings/> [02-2A120-3]

### DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected," (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected." By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected." (All references to S.C. Code of Laws.) [02-2A125-3]

## SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply.

(a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

(b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation

number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof.

(c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.

(d) Submit the number of copies indicated on the Cover Page.

(e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

#### TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

#### VENDOR REGISTRATION MANDATORY (MAY 2024)

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

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

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a



receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

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

### CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **See Cover Page 1**

Location of Pre-Bid/Proposal Conference: **See Cover Page 1**

**If you'd like to attend via tele-conference, email the Procurement Officer for dial-in instructions no later than 16:00 ET the day prior to the Conference.**

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

**All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.**

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

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

### ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

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

## ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

### (b) Steps for On-Line Bidding

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

(2) Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

(3) Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.  
Offers with a status of "saved" have not been received.**

(4) Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. Contact the SCEIS Service Desk at 803-896-0001 (select option 1 for SCEIS help) or Submit a SCEIS Service Desk Vendor Ticket Form: <http://www.sceis.sc.gov/vendorrequests/>

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

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

## PRESENTATIONS

Up to five (5) of the highest-ranked Offerors with a mathematical possibility of being the highest-ranked Offeror after the Part II evaluations will be required to give a live presentation of their proposal, and to clarify or verify the contents and the representations made therein.

(a) The presentation will be made 'in person' at **632 Rosewood Drive, Columbia, South Carolina, 29201**, and any travel expenses incurred by the Offeror are the sole responsibility of the Offeror. The time allotted per individual Offeror shall not exceed 90 minutes, which shall include 30 minutes to be allocated for panel questions and Offeror's answers.

(b) Note that **06/16/2025-06/18/2025** are tentatively scheduled for the live presentations. Offerors should reserve those dates. Successful offerors will be notified as quickly as possible to schedule specific dates and times.

(c) The activities of the Offeror should be limited to a live presentation of the Offeror's written proposal and the presentation outline provided. Evaluators may ask questions pertaining to the Offeror. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State. The live presentation should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.

(d) The Offeror will be required to demonstrate their proposed methods for documenting and maintaining records from all stakeholder and community engagements facilitated under this contract.

(e) The live presentation is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions nor receive preliminary assessments on its proposal from the members of the panel. Attendees at the live presentation session must include the key members of the Offeror's proposed management team.

(f) The State reserves the right to modify paragraphs (a) through (e) at any time prior to scheduling presentations.

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

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

(a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us)

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

### III. SCOPE OF WORK/SPECIFICATIONS

#### STATEMENT OF WORK (MODIFIED)

The Contractor (herein referred to as the Engagement Facilitator), in conjunction and coordination with SCOR, will implement the **SCSFA Meaningful Involvement Plan** and conduct related planning, reporting, and communications tasks throughout the Solar for All award project period.

The **SCSFA Meaningful Involvement Plan** (Attachment A) establishes and describes the formal mechanisms SCOR will use to obtain stakeholder input and support two-way conversations with communities as SCOR builds, refines, and implements the SCSFA program. SCOR has a one-year Planning Period (January 2025 to December 2025) to finalize the program design and the SCSFA Implementation Workplan. As a part of this workplan, SCOR is required to develop a Meaningful Benefits Plan, Financial Assistance Strategy, and Project Deployment Technical Assistance Strategy. To develop said strategies and plans, SCOR will conduct robust community and stakeholder engagement processes as outlined in the **SCSFA Meaningful Involvement Plan**.

Deployment of SCSFA funds and specific projects will be based on the Implementation Workplan. The Implementation Phase is expected to begin in January 2026.

SCOR views the SCSFA Meaningful Involvement as a living document which may be modified as engages with various stakeholder groups and communities throughout the SCSFA award.

The Scope of Work is presented below and is organized into (a) Planning Period tasks, (b) Implementation Phase tasks, and (c) communications tasks to take place throughout the contract. Meeting responsibilities and timelines are provided in section (d). The compensation schedule is provided in section (e). SCOR expects that a large proportion of the Engagement Facilitator's work will occur during the first year of the contract. This first year of the contract will cover approximately the latter half of the Planning Period and the first six months of the Implementation Phase.

#### (a) Planning Period (2025) tasks and responsibilities

The Engagement Facilitator will:

- Assist SCOR in implementing, and revising as appropriate, the **SCSFA Meaningful Involvement Plan**. (Described below in (a)(1).)
- Organize and facilitate the SCSFA engagement processes, to include leading meetings, developing materials and communications prior to meetings, obtaining feedback from engagement participants for SCOR and the Engagement Facilitator to evaluate the effectiveness of individual events and the engagement process as a whole, and developing meeting notes and summary write-ups after meetings. (Described below in (a)(2).)
- Synthesize and provide input obtained during stakeholder and community engagements to SCOR for use in developing the **SCSFA Implementation Workplan**, due to EPA in December 2025. (Described below in (a)(3).)

#### (1) Implementing the *SCSFA Meaningful Involvement Plan*

The Engagement Facilitator will implement the **SCSFA Meaningful Involvement Plan**, by leading stakeholder and community engagements and providing SCOR with written reports containing the input from those engagements for use in the development of the **SCSFA Implementation Workplan**. The Engagement Facilitator will also collect feedback regarding the engagement processes and make recommendations for any necessary updates to the **SCSFA Meaningful Involvement Plan**.

#### (2) Organizing and facilitating the SCSFA engagement processes

The Engagement Facilitator will be responsible for organizing and leading SCSFA engagements with three key “engagement groups” and writing summary reports to be shared with participating individuals and groups, EPA, and other SCSFA stakeholders.

- (i) The Engagement Facilitator will handle all logistics of planning all meetings with the engagement groups, including, but not limited to, scheduling the meetings, developing agendas, maintaining stakeholder lists, sending meeting invitations, securing online resources for virtual meetings, and securing meeting space for in-person meetings.
- (ii) The Engagement Facilitator will facilitate all meetings of the engagement groups.
- (iii) The Engagement Facilitator will provide meeting records and summary reports to SCOR.
- (iv) The Engagement Facilitator will develop related content to be shared with the engagement groups through SCSFA communications mechanisms (e.g., website, newsletters, listservs, presentations).
- (v) The Engagement Facilitator will devise and implement methods to obtain and synthesize feedback from the engagement groups on the effectiveness of individual events and the engagement process as a whole. When obtaining and organizing feedback on the SCSFA program, the Engagement Facilitator is responsible for collecting information such as the stakeholder/organization name, a description of the event and/or methods through which the feedback was provided, and a summary of the feedback received. Summary information will be used in semi-annual reports and to revise the *SCSFA Meaningful Involvement Plan* as necessary.

The three key engagement groups include the SCSFA Advisory Committee, the Community Leaders Action Team, and Stakeholder Roundtables.

The purpose of the **SCSFA Advisory Committee** is to assist SCOR with establishing program goals; providing feedback on the *SCSFA Meaningful Involvement Plan*; participating in community and stakeholder engagements as available; and reviewing programmatic documents, guidelines, and procedures to ensure an effective and efficient delivery of program services. SCOR anticipates monthly SCSFA Advisory Committee meetings during the Planning Period and quarterly or semi-annual meetings in subsequent years during program implementation. Meetings will be conducted at SCOR and virtually.

The purpose of the **Community Leaders Action Team** is to provide a formal structure for community-based organizations (CBO) and other community and local leaders to participate in SCSFA decision making, particularly as SCOR develops the *Meaningful Benefits Plan* and the *SCSFA Implementation Workplan*. Action Team members will be asked to participate by representing their community’s interests, in addition to those of their specific CBO or agency; engaging in two-way information sharing, focused on identifying community needs, priorities, and gaps; and helping to identify and promote opportunities, such as ideas for a SCSFA project pipeline, funding, and partnerships. SCOR anticipates monthly Community Leaders Action Team meetings during the Planning Period and quarterly or semi-annual meetings in subsequent years during program implementation. Meetings will be conducted in-person and virtually. In-person meetings may be held at SCOR and in different locations in the state to accommodate participants.

**Stakeholder Roundtables** will be used to obtain ongoing input from various perspectives and interests as SCOR develop actionable plans and strategies for implementing the SCSFA program. *Three stakeholder working groups will be formed around key topic areas: 1) workforce, 2) project deployment technical assistance, and 3) project financing.* Expected participants may include but are not limited to state, regional, and local government agencies; universities, technical colleges, and high school training programs; solar project developers; electric utilities; community development financial institutions (CDFIs); and community-based and non-profit organizations. SCOR may form additional Roundtable groups if recommended by the Advisory Committee and/or Community Leaders Action Team. Each topic area will have three to four meetings during the Planning Period, for a total of up to 12 Stakeholder Roundtable meetings. Semi-annual to annual meetings will occur in subsequent years. SCOR will conduct a combination of in-person (at SCOR and other locations around the state) and virtual meetings and include opportunities for site visits as SCSFA projects are deployed during the Implementation Phase.

- (3) Synthesizing and providing to SCOR the input obtained during stakeholder and community engagements for use in developing the *SCSFA Implementation Workplan*

The primary focus of the SCSFA stakeholder and community engagements is to obtain feedback and input for the purpose of developing the **SCSFA Implementation Workplan** and three required components of the workplan: the **Financial Assistance Strategy**, **Meaningful Benefits Plan**, and **Project Deployment Technical Assistance Strategy**. These three required elements are described below.

- (i) The Engagement Facilitator will plan engagement agendas and use methods to gather feedback on how SCOR can best achieve the requirements of the **SCSFA Implementation Workplan**.
- (ii) The Engagement Facilitator will provide to SCOR summarized stakeholder feedback for developing the **SCSFA Implementation Workplan**.

The **Financial Assistance Strategy** will specify the funding mechanisms and allocations through the SCSFA program will support solar projects. SCOR expects that the deployment of SCSFA financial assistance (approximately \$108 million) will primarily take the form of sub-awards through two different types of offerings: 1) the Community Solar Initiative to expand access to utilities' community solar subscription programs and 2) the Solar Innovation Fund Grant Program to support community-led efforts to deploy solar projects.

The Community Solar Initiative will provide benefits to low-income utility customers in the form of subsidies for customers electing to participate in a community solar subscription program. The Community Solar Initiative will leverage existing programs, maximize reach to the state's large population of renters, and provide an option for homeowners who may not have a suitable rooftop for solar.

The Solar Innovation Fund Grant Program will provide sub-awards for community-based solar projects. Programmatic models that may be explored during the Planning Period include solar and storage deployment for affordable housing developments; resilience hubs to provide energy resilience benefits to households, communities, and/or critical facilities; community-based projects to assist areas rebuilding from natural disasters; and public-private partnerships to deploy projects that combine workforce training opportunities with residential-serving solar development.

Per EPA guidance and requirements, the **Financial Assistance Strategy** should include strategies for mobilizing additional capital; guiding long-term project operations, maintenance, and recycling of any SCSFA-funded assets; and ensuring projects meet EPA's definition of residential-serving community solar (e.g., nameplate capacity of 5MW or less; at least 50% of the electricity, benefits, and/or credits of the generated power is delivered to residential customers in the same service territory).

The **Meaningful Benefits Plan** provides the framework to ensure that the SCSFA program benefits low-income households and communities. SCOR will develop this plan in conjunction with the **Financial Assistance Strategy**. The plan will consider stakeholder and community input, include quantitative analyses to assess the potential benefits of SCSFA-funded activities for low-income households and communities, and follow EPA requirements and guidance for analyzing and providing benefits.

Per EPA guidance and requirements, the **Meaningful Benefit Plan** should include strategies that ensure households participating in SCSFA program offerings receive a minimum 20% household savings benefit; deliver energy resilience benefits, support household and community ownership models, invest in jobs and businesses in low-income communities, consider long-term implications of solar development on housing affordability and costs, and provide guidance for the development of tenant benefit agreements for potential projects serving multi-family buildings.

The **Project Deployment Technical Assistance Strategy** will outline the technical support SCOR will provide to sub-awardees as those sub-awardees develop and construct projects during the Implementation Phase. SCOR will develop this strategy, with input from stakeholders and communities. Topics to be considered in the development of the **Project Deployment Technical Assistance Strategy** include, but are not limited to: interconnection challenges, project siting, development of community benefit agreements during project siting, policies and procedures for inspection and quality control of SCSFA-funded assets, and best practices and industry standards for quality solar installations.

Per EPA guidance and requirements, the **Project Deployment Technical Assistance Strategy** shall also include a

**SCSFA Consumer Protection Plan** and the **SCSFA Solar Workforce Strategy**. The **SCSFA Consumer Protection Plan** is a plan to ensure that all partners and entities that directly interact, transact, or contract with consumers as part of the SCSFA program will comply with applicable consumer protection laws based on jurisdiction as well as federal consumer protection and consumer financial laws. The **SCSFA Solar Workforce Strategy** will provide the framework for deploying workforce training technical assistance. SCOR has allocated \$2 million for workforce training technical assistance in its SCSFA budget. The **SCSFA Solar Workforce Strategy** will be informed by the South Carolina Solar Workforce Assessment (currently in development by the South Carolina Department of Employment and Workforce) and the Solar Workforce Roundtable engagement process. The **SCSFA Solar Workforce Strategy** will identify effective mechanisms to build on existing workforce training efforts, develop new solar workforce resources, and support individuals and programs seeking to expand and enhance solar-related careers in the state. SCOR aims to complete the **SCSFA Solar Workforce Strategy** by September 2025.

(b) Implementation Phase (2026-2029) tasks and responsibilities

(1) Communications and outreach plan for the Implementation Phase

The Engagement Facilitator will develop a communications and outreach plan for the Implementation Phase, which will be integrated into the **SCSFA Meaningful Involvement Plan**. This plan will focus on providing accessible information about specific SCSFA program offerings and financial assistance mechanisms, specifically the Community Solar Initiative and Solar Innovation Fund Grant Program. Factors to be considered include, but are not limited to, needs for different communication mechanisms (e.g., online, in-person, paper) and foreign language translations.

(2) Ongoing stakeholder and community engagements

During the SCSFA Implementation Phase, the Engagement Facilitator will continue to organize and facilitate engagements with the SCSFA Advisory Committee, the Community Leaders Action Team, and Stakeholder Roundtables. The main goals of these engagements are to obtain 1) feedback on SCSFA project progress and effectiveness and 2) gather information that may be used in semi-annual reports to EPA (see also (b)(3)). This feedback and information will be used to inform any necessary programmatic changes and to modify the **SCSFA Meaningful Involvement Plan** if necessary. The requirements for organizing, leading, and reporting to SCOR are identical to those outlined in the Planning Period in section (a)(2).

(3) Semi-annual reporting to EPA

The Engagement Facilitator will collect information that is required by EPA for semi-annual reports. SCOR expects that some information may be obtained through engagements and meetings with the SCSFA Advisory Committee, Community Leaders Action Team, and Stakeholder Roundtables, as outlined above in (b)(2). In addition, SCOR expects that project-specific information from SCSFA funding recipients and other stakeholders will need to be collected through one-on-one interviews, surveys, or other methods.

EPA reporting requirements include the following qualitative narratives:

- “Success stories” that describe the effect a project or group of projects had on a particular household, community, or community lender.
- Progress towards achieving outputs, outcomes, and milestones as articulated in the **Implementation Workplan**.
- Feedback on the effectiveness of SCSFA projects and program offerings.
- Descriptions of community and stakeholder outreach activities.
- Examples of media attention received by the SCSFA program.
- Implementation challenges and how SCOR is addressing those challenges.
- Examples of how the SCSFA program has facilitated community ownership of projects.
- Descriptions of how the SCSFA program and projects are increasing grid and community resilience to extreme weather and electricity outages.
- Measures taken to expand workforce opportunities.



- Successful strategies to mobilize other sources and forms of investment for SCSFA projects.
- Strategies applied and lessons learned from providing project deployment technical assistance through the SCSFA program.

(c) Communications and outreach tasks and responsibilities (2025-2029)

During both the Planning Period and Implementation Phase, the Engagement Facilitator will develop informational materials and content for SCOR to use on the SCSFA website, emails and listservs, newsletters, presentations, social media, and other mechanisms that may be used for disseminating information about the program. Intended audiences include, but are not limited to, SCSFA stakeholders, SCOR leadership, and the EPA Solar for All program. During the Planning Period, communications with SCSFA stakeholders will prioritize dissemination of information to help various groups learn about the program and understand the processes to provide program feedback.

(d) SCSFA Meeting Responsibilities and Anticipated Timeline

(1) Stakeholder and community engagements

SCOR anticipates the following meeting cadence for its stakeholder engagement processes. The ***SCSFA Meaningful Involvement Plan*** (Attachment A) also discusses expected meeting frequency and formats.

(i) SCSFA Advisory Committee

The SCSFA Advisory Committee will meet monthly during the Planning Period. Meetings will be conducted both in-person at SCOR and virtually via Microsoft Teams.

SCSFA Advisory Committee meetings will move to quarterly or semi-annual meetings during the Implementation Phase. Meetings will be conducted both in-person at SCOR and virtually via Microsoft Teams.

(ii) Community Leaders Action Team

SCOR anticipates that the Community Leaders Action Team will meet monthly to bi-monthly during the Planning Period. Meetings will be conducted both in-person and virtually and may be held in different locations of the state to accommodate participants.

SCOR anticipates that the Community Leaders Action Team meetings will be moved to quarterly or semi-annual meetings during the Implementation Phase. SCOR expects to provide both in-person and virtual options for these meetings. In-person meetings may be held in different locations of the state to accommodate participants.

(iii) Stakeholder Roundtables

SCOR anticipates that each of the Stakeholder Roundtable groups (workforce, project financing, and project deployment technical assistance) will have up to four meetings during the Planning Period. These meetings may include both in-person and virtual options and may be held in different locations of the state to accommodate participants.

SCOR anticipates that the Stakeholder Roundtables will be moved to quarterly or semi-annual meetings during the Implementation Phase. SCOR expects to provide both in-person and virtual options for these meetings. In-person meetings may be held in different locations of the state to accommodate participants.

(2) SCOR and Engagement Facilitator Meetings

(i) Year 1 of the Contract

SCOR anticipates two (2) in-person strategy meetings with the Engagement Facilitator at the beginning of the

Contract to review and plan specific activities for Year 1.

SCOR and the Engagement Facilitator will conduct weekly, virtual meetings to ensure coordination between SCOR and the Engagement Facilitator and the provision of timely input for use in developing the SCSFA Implementation Workplan and in making appropriate modifications to the *SCSFA Meaningful Involvement Plan*.

Quarterly briefings: The Engagement Facilitator will provide quarterly briefings to SCOR. These briefings will be based on quarterly reports (see (e), below) and may be conducted in-person or virtually. The intended audience is SCOR's SCSFA staff as well as SCOR leadership.

Interim briefings: The Engagement Facilitator will provide an interim quarterly report and briefing to SCOR by Nov 21, 2025, to synthesize stakeholder feedback and provide required input to the Financial Assistance Strategy, Meaningful Benefits Plan, Project Deployment Technical Assistance Strategy. These are required elements of the SCSFA Implementation Workplan, to be submitted to EPA by December 12, 2025. (See (e)(1)(ii)(B), below.)

The Engagement Facilitator will provide a communications and outreach plan for the SCSFA Implementation Phase and briefing to SCOR by January 31, 2026. (See (e)(1)(iii)(B), below.)

(i) Years 2 through 4 of the Contract

SCOR anticipates one (1) in-person strategy meeting with the Engagement Facilitator at the beginning of Years 2, 3, and 4 of the Contract to review and plan specific activities for those years.

SCOR anticipates that weekly update meetings may be moved to bi-weekly or monthly for Years 2 through 4 of the Contract. If meetings are moved to bi-weekly or monthly, the Engagement Facilitator will provide weekly project updates to SCOR via email.

The Engagement Facilitator will provide quarterly briefings to SCOR. These briefings will be based on quarterly reports (see (e), below) and may be conducted in-person or virtually. The intended audience is SCOR's SCSFA staff as well as SCOR leadership.

(e) Compensation

Payments will be made quarterly. The Contractor will be compensated on a per meeting basis and submission of the required, associated deliverables. The Engagement Facilitator will provide SCOR with an invoice for the quarter at the quarter end.

(1) Year 1 of the Contract (estimated July 1, 2025 – June 30, 2026)

(i) Quarter 1 deliverables (estimated July 1 – September 30, 2025)

(A) SCOR estimates 12 total stakeholder/community meetings (3 SCSFA Advisory Committee meetings, 3 Community Leaders Action Team meetings, 6 Stakeholder Roundtable meetings). Deliverables include meeting records and summaries and associated communications and information materials.

(B) Quarterly report that 1) synthesizes stakeholder feedback and provides required input to the Financial Assistance Strategy, Meaningful Benefits Plan, Project Deployment Technical Assistance Strategy and 2) synthesizes stakeholder feedback on the engagement process and engagement events, with recommendations for potential modifications to the SCSFA Meaningful Involvement Plan.

(C) Meetings with SCOR: Two (2), in-person, pre-planning strategy meetings with SCOR staff; weekly meetings to share updates and facilitate ongoing planning; and a quarterly briefing to accompany the quarterly report.

(ii) Quarter 2 deliverables (estimated October 1 – December 31, 2025)

(A) SCOR estimates 12 total stakeholder/community meetings (3 SCSFA Advisory Committee meetings, 3 Community Leaders Action Team meetings, 6 Stakeholder

- Roundtable meetings). Deliverables include meeting records and summaries and associated communications and information materials.
- (B) Interim quarterly report and briefing to SCOR by Nov 21, 2025, to synthesize stakeholder feedback and provide required input to the Financial Assistance Strategy, Meaningful Benefits Plan, Project Deployment Technical Assistance Strategy. These are required elements of the SCSFA Implementation Workplan, to be submitted to EPA by December 12, 2025.
- (C) Final quarterly report that 1) synthesizes stakeholder feedback and provides required input to the Financial Assistance Strategy, Meaningful Benefits Plan, Project Deployment Technical Assistance Strategy and 2) synthesizes stakeholder feedback on the engagement process and engagement events, with recommendations for potential modifications to the SCSFA Meaningful Involvement Plan.
- (D) Meetings with SCOR: weekly meetings to share updates and facilitate ongoing planning, interim briefing and strategy meeting to finalize the SCSFA Implementation Workplan, and final quarterly briefing to accompany the quarterly report.
- (iii) Quarter 3 deliverables (estimated January 1 – March 31, 2026)
  - (A) SCOR estimates 7 total stakeholder/community meetings (3 SCSFA Advisory Committee meetings, 1 Community Leaders Action Team meeting, 3 Stakeholder Roundtable meetings). Deliverables include meeting records and summaries and associated communications and information materials.
  - (B) Communications and outreach plan for the SCSFA Implementation Phase and briefing to SCOR by January 31, 2026; draft communications and informational materials for the SCSFA Implementation Phase by March 1, 2026; final communications and informational materials for the SCSFA Implementation Phase by March 31, 2026.
  - (C) Quarterly report that: 1) summarizes all stakeholder engagements conducted during the quarter and any programmatic feedback received; 2) synthesizes stakeholder feedback on the engagement process and engagement events, with recommendations for potential modifications to the SCSFA Meaningful Involvement Plan.
  - (D) Meetings with SCOR: weekly meetings to share updates and facilitate ongoing planning, interim briefing and strategy meeting to finalize the communications and outreach plan for the SCSFA Implementation Phase, and quarterly briefing to accompany the quarterly report.
- (iv) Quarter 4 deliverables (estimated April 1 – June 30, 2026)
  - (A) SCOR estimates 7 total stakeholder/community meetings (3 SCSFA Advisory Committee meetings, 1 Community Leaders Action Team meeting, 3 Stakeholder Roundtable meetings). Deliverables include meeting records and summaries and associated communications and information materials.
  - (B) Quarterly report that: 1) summarizes all stakeholder engagements conducted during the quarter and any programmatic feedback received; 2) synthesizes stakeholder feedback on the engagement process and engagement events, with recommendations for potential modifications to the SCSFA Meaningful Involvement Plan.
  - (C) Meetings with SCOR: weekly meetings to share updates and facilitate ongoing planning and quarterly briefing to accompany the quarterly report.
- (3) Year 2 of the Contract (estimated July 1, 2026 – June 30, 2027)
  - (i) Quarter 1
    - (A) One (1) in-person, strategy meeting by July 31, 2026, with SCOR staff to plan Year 2 activities.
  - (ii) All Quarters
    - (A) SCOR estimates 5 total stakeholder/community meetings (1 SCSFA Advisory Committee meeting, 1 Community Leaders Action Team meeting, 3 Stakeholder

- Roundtable meetings). Deliverables include meeting records and summaries and associated communications and information materials.
- (B) Descriptions of project-specific accomplishments and project narratives for use in EPA Semi-Annual Reports.
  - (C) Quarterly reports that: 1) summarize all stakeholder engagements conducted during the quarter and any programmatic feedback received; 2) synthesize stakeholder feedback on the engagement process and engagement events, with recommendations for potential modifications to the SCSFA Meaningful Involvement Plan; 3) synthesizes project-specific accomplishments and narratives gathered for use in EPA Semi-Annual Reports
  - (D) Meetings with SCOR: bi-weekly meetings to share updates and facilitate ongoing planning and 1 quarterly briefing to accompany the quarterly report.
- (4) Year 3 of the Contract (estimated July 1, 2027 – June 30, 2028)
- (i) Quarter 1
    - (A) One (1) in-person, strategy meeting by July 31, 2027, with SCOR staff to plan Year 3 activities.
  - (ii) All Quarters
    - (A) SCOR estimates 5 total stakeholder/community meetings (1 SCSFA Advisory Committee meeting, 1 Community Leaders Action Team meeting, 3 Stakeholder Roundtable meetings). Deliverables include meeting records and summaries and associated communications and information materials.
    - (B) Descriptions of project-specific accomplishments and project narratives for use in EPA Semi-Annual Reports.
    - (C) Quarterly reports that: 1) summarize all stakeholder engagements conducted during the quarter and any programmatic feedback received; 2) synthesize stakeholder feedback on the engagement process and engagement events, with recommendations for potential modifications to the SCSFA Meaningful Involvement Plan; 3) synthesizes project-specific accomplishments and narratives gathered for use in EPA Semi-Annual Reports
    - (D) Meetings with SCOR: bi-weekly meetings to share updates and facilitate ongoing planning and 1 quarterly briefing to accompany the quarterly report.
- (5) Year 4 of the Contract (estimated July 1, 2028 – June 30, 2029)
- (i) Quarter 1
    - (A) One (1) in-person, strategy meeting by July 31, 2028, with SCOR staff to plan Year 4 activities.
  - (ii) All Quarters
    - (A) SCOR estimates 5 total stakeholder/community meetings (1 SCSFA Advisory Committee meeting, 1 Community Leaders Action Team meeting, 3 Stakeholder Roundtable meetings). Deliverables include meeting records and summaries and associated communications and information materials.
    - (B) Descriptions of project-specific accomplishments and project narratives for use in EPA Semi-Annual Reports.
    - (C) Quarterly reports that: 1) summarize all stakeholder engagements conducted during the quarter and any programmatic feedback received; 2) synthesize stakeholder feedback on the engagement process and engagement events, with recommendations for potential modifications to the SCSFA Meaningful Involvement Plan; 3) synthesizes project-specific accomplishments and narratives gathered for use in EPA Semi-Annual Reports
    - (D) Meetings with SCOR: bi-weekly meetings to share updates and facilitate ongoing planning and 1 quarterly briefing to accompany the quarterly report.

(iii) Final Report

- (A) A Final Report that summarizes and synthesizes all of the Engagement Facilitators' activities conducted during the Contract. The Engagement Facilitators' Final Report shall also include content for SCOR to use in its Final Report to EPA. Based on EPA requirements and guidance, SCOR's Final Report shall include a summary of activities completed in the entire period of performance, including 1) case studies of different types of projects and assistance undertaken to enable low-income communities deploy or benefit from solar technologies and 2) descriptions and examples of actions taken by the SCSFA program to meaningfully involve the communities the program was intended to serve.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

The South Carolina Office of Resilience  
632 Rosewood Drive  
Columbia, SC 29201

In person meetings conducted by the Engagement Facilitator will remain within the State of South Carolina. Specific locations will be determined in collaboration between SCOR and the Engagement Facilitator.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

#### (a) **Technical Proposal**

The technical proposal shall be tabbed for easy access to each section; and arranged in the order below. The Offeror must provide written narrative responses to each Section listed below. Each response shall clearly indicate whether the Offeror's proposal meets or exceeds the requirements of the RFP. Offerors shall explain in detail, the method used to meet each requirement. Offerors, in describing their approach, should demonstrate a clear understanding of the overall scope of the project, goals, objectives, and tasks/deliverables of the project.

##### Section 1

Signed Cover Page 1 & 2, Contact Information, Acknowledgement of Amendment(s) (if applicable), and a table of contents.

##### Section 2

#### **Qualifications & Experience**

Provide information on the background, experience, and qualifications of the company. Include a list of all firms for whom you have provided services of similar scope and service in the past five (5) years.

Clearly articulate the following qualifications: Number of years the firm has been providing the requested services with a brief description of recently performed projects that indicate the past performance and abilities of the proposed team.

Provide list and resumes of the proposed team and/or staff members who will work on the project.

Relevant Experience: Provide more detail on specific projects that are most relevant to the SCSFA program, such as experience with similar EPA grants, or other federal awards, and execution of complex stakeholder processes.

##### Section 3

#### **General Management Strategy**

Explain how the Offeror will manage the multiple aspects of this project and describe the company's capacity to meet the requirements of the frontloaded SCSFA Planning Period and Year 1 of the contract.

##### Section 4

#### **Year 1 Strategy**

Year 1 responsibilities and tasks will align with the latter half of the SCSFA Planning Period and the first 6 months of the SCSFA Implementation Phase.

Describe the strategies and methods the Offeror will employ to assist SCOR with implementing the *Meaningful Involvement Plan* as described in section III.

Detail the Offeror's engagement strategy and how that strategy will ensure that a diverse and wide range of stakeholders and communities will have opportunities to meaningfully participate in the SCSFA program.

Describe how the Offeror's engagement strategy will contribute to the development of the *SCSFA Implementation Workplan*, to include the *Financial Assistance Strategy*, *Meaningful Benefits Plan*, and *Project Deployment and Technical Assistance Strategy*.

Describe the Offeror's strategy for developing and implementing the communications and outreach plan for the Implementation Phase, which will be integrated into the SCSFA *Meaningful Involvement Plan*.

## Section 5

### **Years 2-4 Strategy**

Describe the Offeror's strategy to continue the stakeholder engagement process during the SCSFA Implementation Phase, to include ongoing implementation of the Meaningful Involvement Plan, organizing and facilitating meetings, providing stakeholder feedback to SCOR, and evaluating ongoing engagements.

Describe the Offeror's strategy to assess project progress during the SCSFA Implementation Phase.

Describe how the Offeror's engagement strategy will provide information necessary to fulfill EPA's semi-annual reporting requirements.

## Section 6

### **Communications Strategy**

Explain how the Offeror intends to develop, provide, and maintain informational materials and content for SCOR to use on the SCSFA website, emails and listservs, newsletters, presentations, social media, and other mechanisms that may be used for disseminating SCSFA program information.

## Section 7

Attachments – Appropriate attachments as required by this solicitation including but not limited to:

- a. Reference List (Attachment B of this RFP)
- b. Evidence of (or ability to obtain) Insurance
- c. Minority Participation (located in IV. INFORMATION FOR OFFERORS TO SUBMIT)
- d. QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)
- e. A statement acknowledging QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015).
- f. Attachment (D) 44 C.F.R. PART 18 – Certification Regarding Lobbying

### **(b) Price Proposal**

The Offeror shall provide a thorough and detailed presentation of all costs to be incurred for all services requested in the solicitation for the project.

Offerors should note that no offers will be considered with a price over \$275,000.

#### **Engagement Facilitator Costs**

- a. Offeror shall respond to Section III – Scope of Work, Paragraph e – Compensation.
- b. Offeror shall include all costs to the State, including meeting costs, travel, deliverables, and any other in Scope costs.

Work to be performed by the Engagement Facilitator for the SCSFA consists of the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, and licenses, and performing all tasks necessary to accomplish work items concerning the preparation and completion of the plan and report, unless specifically excluded as agreed upon by contract.

## **MINORITY PARTICIPATION (APR 2024)**

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

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

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

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority

Business as a subcontractor? \_\_\_\_\_

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (.) [04-4015-4]

#### SUBMITTING REDACTED OFFERS (MODIFIED)

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)," you must also submit one complete copy of your offer from which you have removed or concealed such information ( the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]



## V. QUALIFICATIONS

### QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (d) List of failed projects, suspensions, debarments, and significant litigation.

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

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

#### **OFFERORS MUST HAVE EXPERIENCE IN COORDINATING COMPLEX STAKEHOLDER ENGAGEMENT PROCESSES**

Experience with complex stakeholder engagement processes includes designing and implementing iterative engagements with stakeholders to inform a time-limited decision-making process, facilitating meetings with stakeholder and community groups, developing and disseminating communications and outreach materials, designing and deploying project evaluation processes.

- (b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

### SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

## VI. AWARD CRITERIA

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

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

### AWARD TO ONE OFFEROR (JAN 2006)

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

### COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

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

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

### EVALUATION FACTORS -- PROPOSALS (MODIFIED)

Offers will be evaluated using only the factors and weightings stated below. Offers may be compared and evaluated against each other using the published evaluation criteria as the basis for that comparison and evaluation.

#### **Part I – Proposal Evaluation Criteria (60 Points Maximum):**

- A. Qualifications & Experience (15)
- B. General Management Strategy (5)
- C. Year 1 Strategy (15)
- D. Years 2 through 4 Strategy (10)
- E. Communications Strategy (5)
- F. Price Proposal (10)

After the evaluation of the Part I, the scores will be totaled and ranked. In-person presentations will be required from up to five (5) of the highest-ranked Offerors with a mathematical possibility of being the highest-ranked Offeror after the Part II evaluation. Each of these Offerors shall provide a presentation only on the information provided in the original offer. Presentations shall be scored as follows:

**Part II - Presentation Evaluation Criteria (40 Points Maximum):**

- A. Qualifications of project staff (10)
- B. Explanation of project strategy (15)
- C. Demonstrated competence in stakeholder engagement and facilitation (10)
- D. Demonstrated competence with implementing federally funded grant programs (5)

Upon completion of Part II evaluation, Parts I and II scores will be combined to determine the final ranking. Award shall be made to the highest ranked responsive and responsible Offeror. Total points awarded for combined Parts I and II shall not exceed 100.

## VII.A. TERMS AND CONDITIONS: GENERAL

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

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (1) proof of the assignment, (2) the identity (by contract number) of the specific state contract to which the assignment applies, and (3) the name of the assignee and the exact address or account information to which assigned payments should be made.

(b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change.

(c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

(b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

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

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

### CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

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

### CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (a)(1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (1) any instrument submitted by the State other than a purchase order, (2) any invoice or other document submitted by Contractor, or (3) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

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

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

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

#### DISPUTES (MAY 2024)

(a) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution.

(b) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-2]

#### EFT INFORMATION (APR 2024)

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

#### EQUAL OPPORTUNITY (JAN 2006)

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

#### FALSE CLAIMS (JAN 2006)

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

#### FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

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

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

#### NOTICE (MAY 2024)

(a) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

(b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-2]

#### OPEN TRADE (JUN 2015)

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

#### ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

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

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

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

#### PAYMENT and INTEREST (FEB 2021)

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

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

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

(d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

(f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

#### PUBLICITY (JAN 2006)

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

## PURCHASE ORDERS (JAN 2006)

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

## SURVIVAL OF OBLIGATIONS (JAN 2006)

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

## TAXES (JAN 2006)

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

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

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

## THIRD PARTY BENEFICIARY (JAN 2006)

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

## WAIVER (JAN 2006)

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



## VII.B. TERMS AND CONDITIONS: SPECIAL

### COMPLIANCE WITH LAWS (JAN 2006)

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

### CONFERENCE -- PRE-PERFORMANCE (MODIFIED)

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

### CONTRACTOR PERSONNEL (JAN 2006)

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

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

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

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

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
- (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

[07-7B056-2]

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

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

#### CONTRACTOR PERSONNEL (JAN 2006)

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

#### CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

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

#### DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

#### DISPOSAL OF PACKAGING (JAN 2006)

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

#### ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either:

- (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or
- (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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

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

## OWNERSHIP OF DATA and MATERIALS (JAN 2006)

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

## PRICE ADJUSTMENTS (JAN 2006)

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

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

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

[07-7B160-1]

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220]

(a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties.

(b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2).

(c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work.

(d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context).

(e) Subcontracts. You shall include the above text of this clause in all of your subcontracts.

(f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

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

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

#### 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 state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is four (4) years, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

#### TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 090 days prior to the expiration of the then current term. [07-7B250-1]

## TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

(c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(d) Compensation.

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (3) of this Paragraph.

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

(3) Absent complete agreement under Subparagraph (2) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (b) of this clause. These costs must not include costs paid in accordance with Subparagraph (3)(ii) of this paragraph;
- (ii) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (2) of this Paragraph, and the contract price of work not terminated.

(4) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (2) and (3) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(e) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (1) affect the State's right to require the termination of a subcontract, or (2) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.  
[07-7B265-1]



## VII.C. REQUIRED FEDERAL TERMS

### BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED, 31 U.S.C. § 1352

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification (Attachment D). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The contractor agrees to report each violation to the SCOR and understands and agrees that the SCOR will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

### DAVIS BACON ACT

By accepting this contract, the contractor acknowledges and agrees to the terms provided in the Davis Bacon and Related Acts (DBRA) Requirements for Contractors and Subcontractors Under EPA Grants.

### DISADVANTAGED BUSINESS UTILIZATION

Subject to Appendix A to 40 CFR Part 33, the contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### DOMESTIC PREFERENCE FOR PROCUREMENTS

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.”

### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICE EQUIPMENT OR SERVICES

(a) As used in this clause, described in section 889 of Public Law 115-232, the definition for “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) Pursuant to 2 CFR 200.216 (c), “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Consistent with 2 CFR Page 6 of 44 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances: **Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to: (1) Procure or obtain, extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a contract) to procure; or (3) Obtain the equipment, services, or systems.**

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### PRICE PROPOSAL (JAN 2006)

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

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

## IX. ATTACHMENTS TO SOLICITATION

### ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- A. SCSFA Meaningful Involvement Plan (attached separately)
- B. Reference Form
- C. Nonresident Tax Notice
- D. 44 C.F.R. PART 18 – Certification Regarding Lobbying

Attachment A: SCSFA Meaningful Involvement Plan (attached separately)

## Attachment B: Reference Form

In the space below, please provide contact information for at least three (3) references in which you provided stakeholder engagement, program planning and facilitation, and communications services of a similar scope.

<b>Reference 1</b>	
Name of Organization	
Point of Contact	
Telephone	
E-mail	
<b>Reference 2</b>	
Name of Organization	
Point of Contact	
Telephone	
E-mail	
<b>Reference 3</b>	
Name of Organization	
Point of Contact	
Telephone	
E-mail	
<b>Reference 4</b>	
Name of Organization	
Point of Contact	
Telephone	
E-mail	
<b>Reference 5</b>	
Name of Organization	
Point of Contact	
Telephone	
E-mail	

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>

[09-9005-2]

Attachment D: 44 C.F.R. PART 18 – Certification Regarding Lobbying.

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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

By: \_\_\_\_\_ (authorized signature)

Its: \_\_\_\_\_ (printed name of person signing above)

(title of person signing above)

Date: