

Chief Procurement Officer
South Carolina Department of Transportation
955 Park Street, Room 101
Columbia, SC 29201

Subject: Formal Protest – Solicitation No. 5400029516 (Universal Testing Machine)

Dear Chief Procurement Officer:

QuakeLogic Inc. hereby formally protests, pursuant to S.C. Code Ann. § 11-35-4210, the determination that its bid was non-responsive under Solicitation No. 5400029516 for the Universal Testing Machine. This protest follows QuakeLogic's prior correspondence dated April 9, 2026, for which no substantive response has been received.

QuakeLogic submitted the lowest evaluated bid, representing an approximate cost advantage of \$80,000 to the State. In light of this significant price differential, and the circumstances surrounding the agency's post-submission communications and subsequent determination, QuakeLogic respectfully requests a formal written determination, together with the complete administrative record supporting the decision.

QuakeLogic further requests that the Department address the following matters on the record:

This protest is timely submitted within the statutory protest period following the notice of award.

1. The agency's post-submission guidance to our firm.

Following bid opening, your office contacted our firm by telephone on April 3, 2026, and directed us to update our South Carolina Vendor Number and certain pricing-schedule entries marked "included." We complied immediately and in good faith, in direct reliance on that guidance. We respectfully request a written explanation of why the agency solicited these updates if it had already determined that the underlying defects were material and non-curable. At a minimum, the sequence of events warrants a clear contemporaneous record in the procurement file.

2. Materiality analysis under S.C. Code Ann. § 11-35-1520(13).

Section 11-35-1520(13) defines a minor informality or irregularity as "one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders." The same subsection provides that "[t]he procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State."

We respectfully request a written determination identifying each defect the agency considers material, and the factual basis for treating each as non-waivable rather than as a minor informality the procurement officer had discretion — and, where waiver is to the advantage of the State, an obligation — to address.

3. The unsigned-document issue specifically.

Section 11-35-1520(13) expressly identifies “failure of a bidder to sign its bid” as an example of a minor informality, provided that the bidder has otherwise demonstrated an intent to be bound, including through accompanying signed materials. The statute specifically recognizes that an unsigned bid may be accepted where it is accompanied by documentation indicating such intent, including signed correspondence or other binding indicia.

QuakeLogic’s submission included a signed pricing amendment and accompanying documentation clearly evidencing its intent to be bound by the bid. Under the plain language of § 11-35-1520(13), this constitutes precisely the type of minor informality that is subject to cure or waiver.

Accordingly, QuakeLogic respectfully requests that the Department explain why the express provisions of § 11-35-1520(13) regarding unsigned bids were not applied in this case.

4. Pricing-schedule entries marked "included."

Line items priced as "included" in a bundled total do not alter the total bid price, the quantity, the quality, or the delivery of the supplies — the criteria the statute itself uses to distinguish material from immaterial variations. We ask the Department to identify what effect, if any, these entries had on the total evaluated price or on the relative standing of bidders, as required by the materiality test in § 11-35-1520(13).

5. South Carolina Vendor Number.

Vendor registration is an administrative prerequisite to doing business with the State; it is not a specification of the equipment being procured and does not affect price, quantity, quality, or delivery. We obtained and provided our valid Vendor Number promptly upon the agency's request. We ask the Department to identify the specific provision of the solicitation or governing regulation that makes vendor-registration status *as of the precise moment of bid opening* a non-waivable condition of responsiveness, as opposed to a condition of award.

6. Best interest of the State.

Section 11-35-20(2)(a) provides that the underlying purposes of the Consolidated Procurement Code include "to provide increased economy in state procurement activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the State." Rejecting a fully capable bidder over administrative items the agency itself invited us to correct, at a cost of approximately \$80,000 in additional state

expenditure, is difficult to reconcile with that statutory directive, and we ask the Department to address it directly in any written determination.

RELIEF REQUESTED

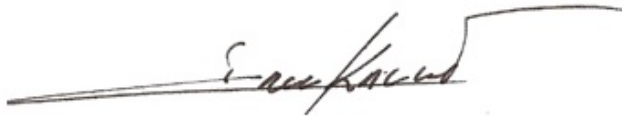
Pursuant to S.C. Code Ann. § 11-35-4210, QuakeLogic Inc. respectfully requests that the determination of non-responsiveness be reversed and that its bid be deemed responsive and considered for award in accordance with the terms of Solicitation No. 5400029516.

In the alternative, QuakeLogic requests that the procurement be re-evaluated, corrected, or otherwise remedied in a manner consistent with the South Carolina Consolidated Procurement Code and applicable regulations.

QuakeLogic further requests that the Chief Procurement Officer issue a formal written determination addressing each ground raised herein and provide the complete administrative record supporting the agency's decision.

QuakeLogic reserves all rights and remedies available under applicable law.

Respectfully submitted,



Dr. Erol Kalkan, P.E.
Chief Executive Officer

QuakeLogic Inc.
4010 Foothills Blvd., Suite 103/194, Roseville, CA 95747

Factory & Warehouse:

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(916) 899-0391

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Supplies

Ad Start Date: March 6, 2026

Title: Universal Testing Machine

Purchasing Agent/Entity: Department of Transportation

Bid/Submittal Due Date: March 18, 2026 - 2:30pm

Description:

The purpose of this solicitation is to procure one (1) Automatically Controlled Universal Testing Machine. The supplier shall furnish, deliver, install, and commission the equipment at the designated location. The machine shall be capable of performing compression and tensile testing in accordance with applicable ASTM and AASHTO standards.

Solicitation #: 5400029516

Direct Inquiries To: Amy Sabol

Buyer Phone#: 8037370834

Buyer Email: sabolac@scdot.gov

Pre-Bid Information:

CONFERENCE TYPE: Pre-Bid Conference 03/12/2026 @ 10:00 AM **LOCATION:** Microsoft Teams

Full Details / Download: <https://apps.sceis.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400029516>

South Carolina Business Opportunities • SCBO Team • 1333 Main Street, Suite 700 • Columbia, SC 29201
803-737-0600 • scbo@mmo.sc.gov • <https://scbo.sc.gov> • <https://procurement.sc.gov>



STATE OF SOUTH CAROLINA
SCDOT PROCUREMENT OFFICE
955 PARK STREET ROOM 101
COLUMBIA SC 29201-3959

Intent to Award

Posting Date: April 23, 2026

Solicitation: 5400029516
Description: Universal Testing Machine
Agency: SC Department of Transportation

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **May 05, 2026**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

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

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

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

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

Contract Number: 4400039879

Awarded To: FORNEY LLC (7000023595)
1565 BROADWAY AVE
HERMITAGE PA 16148

Total Potential Value: \$ 133,001.00

Maximum Contract Period: May 05, 2026, through June 30, 2026

Item	Description	Unit Price	Total
00001	TA-0101 \ 6" CYLINDER PLATEN ASSEMBLY	\$ 710.00	\$ 710.00
00002	TM-0095 \ PLATEN, 6.5" X 1" 10023 REV. D	\$ 370.00	\$ 370.00

00003	TA-0190 \ GRIPPER, 6-11 REBAR (LT-900)	\$ 980.00	\$ 3,920.00
00004	On-Site Operator Training	\$ 2,000.00	\$ 4,000.00
00005	Installation/Setup	\$ 9,395.00	\$ 9,395.00
00006	Freight	\$ 3,106.00	\$ 3,106.00
00007	LT-120-VFD \ LT-120 W/VFD AUTO CONSOLE	\$ 111,500.00	\$ 111,500.00

Procurement Officer
 AMY SABOL