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## Determination on Request to Cancel Award

**Matter of:** Clear Transformation Restorations, LLC

**File No.:** 2025-214

**Posting Date:** April 1, 2025

**Contracting Entity:** Department of Transportation

**Solicitation No.:** 5400027746

**Description:** Application Manager & Right Click Software Renewal

### DIGEST

The Chief Procurement Officer (CPO) grants the Department of Transportation's (the Department) request to cancel award where Department did not award to the lowest, responsive and responsible bidder. The Department's request is attached as Exhibit A.

### AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-1520(7) and Regulation 19-445.2085C. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

On December 13, 2024, the Department issued a solicitation seeking bids for annual renewals of Recast Application Manager Enterprise and Recast Right Click Tools Subscription software. [Exhibit B] With this solicitation, the Department sought annual pricing for up to three years. The solicitation contained a bid schedule to be used by bidders when submitting their bid prices. The schedule provided for unit price bidding with extended prices as follows:

**BIDDING SCHEDULE (NOV 2007)**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	1	each		
<b>Item Description:</b> Application Manager Enterprise Renewal				
<b>Tendering Text:</b> Year 1 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	1	each		
<b>Item Description:</b> Right Click Tools Subscription Renewal				
<b>Tendering Text:</b> Year 1 for up to 4000 devices				

There were a total of six-line items. Line items three and five mirrored line item one except that they were for the year two and three pricing, respectively. Likewise, line items four and six mirrored line item two except that they were for the year two and three pricing, respectively. Bidders' unit price for each line item was to include all cost to the Department, including profit.

By the deadline for receipt of bids, the Department received four bids, including one from Clear Transformation Restorations, LLC (CTR). [Exhibit C] Using the bid prices submitted by bidders on the bid schedule in the solicitation, the extended three-year bid prices ranged from \$72,360 to \$73,740. [Id.]

CTR submitted an electronic bid and appended several pdf documents. [Exhibit D] One document was a signed solicitation cover page and page 2 along with a hand-filled bid schedule that matched the pricing in the electronic bid schedule. The extended three-year bid price as calculated from both CTR's electronic and pdf bid schedules is \$72,360. Another document was a quote from Recast Software, Inc., to CTR with pricing to CTR that matched CTR's bid price to the Department as shown on its electronic and pdf bid schedule. A third document was one titled "COVER PAGE." This last document included additional pricing not included in CTR's electronic and pdf bid schedule. Specifically, it included a 20% markup for profit which when added to the three-year extended bid price of \$72,360, resulted in an extended price of \$86,832. Accounting for the 20% markup for profit, CTR was the highest bidder.

On January 2, 2025, the Department awarded a contract to CTR with a three-year extended price of \$72,360 having failed to notice the added pricing information on the "COVER PAGE." The next day, CTR sent the

Department a sample purchase order (PO) for year one. The PO included CTR's bid price for line items one and two as the pricing appeared on the bid schedule. [Exhibit E] The PO also included a price of \$5,824.80 for "Servicing Fee Per License." Upon inquiry by the Department, CTR responded that this fee was a "standard cost associated with the maintenance and management of the software licenses." [Exhibit F] CTR also provided the amount of the servicing fee for years two and three. The three-year price for the servicing added \$14,471 to the licensing cost to the Department. Upon receipt of this information, the Department reviewed CTR's bid and discovered the 20% markup that was not included in CTR's unit price on the bid schedule.

## DISCUSSION

Section 11-35-1520(10) of the Procurement Code states:

Award. Unless there is a compelling reason to reject bids as prescribed by regulation of the board, notice of an **award** or an intended award of a contract **to the lowest responsive and responsible bidders** [sic] whose bid meets the requirements set forth in the invitation for bids.

[emphasis supplied]

Likewise, Regulation 19-445.2090A states:

The contract shall be **awarded to the lowest responsive and responsible bidder(s)** whose bid meets the requirements and criteria set forth in the invitation for bids.

[emphasis supplied]

When considering the additional pricing information CTR provided with its bid on the "COVER PAGE," CTR was not the lowest responsive and responsible bidder. Therefore, the Department committed administrative error when it awarded a contract to CTR.

Section 11-35-1520(7) states:

Correction or Withdrawal of Bids; **Cancellation of Awards**. Correction or withdrawal of inadvertently erroneous bids before or after award, or **cancellation and re-award of awards or contracts, after award but before performance, may be permitted in accordance with regulations promulgated by the board**. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted. After opening, bids must not be corrected or withdrawn except in accordance with the provisions of this code and the regulations promulgated pursuant to it. Except as otherwise provided by regulation, **all decisions** to permit the correction or withdrawal of bids, or to **cancel awards or contracts, after award but before performance, must be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency**.

[emphasis supplied]

Per to this Section, the state adopted Regulation 19-445.2085, which states in relevant part:

C. Cancellation Of Award Prior To Performance.

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

- (1) Inadequate or ambiguous specifications were cited in the invitation;
  - (2) Specifications have been revised;
  - (3) The supplies, services, information technology, or construction being procured are no longer required;
  - (4) The invitation did not provide for consideration of all factors of cost to the State, such as cost of transporting state furnished property to bidders' plants;
  - (5) Bids received indicate that the needs of the State can be satisfied by a less expensive article differing from that on which the bids were invited;
  - (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
  - (7) **Administrative error of the purchasing agency discovered prior to performance**, or
  - (8) For other reasons, cancellation is clearly in the best interest of the State.
- [emphasis supplied]

**DECISION**

For the foregoing reason, the CPO cancels the Award of the contract to CTR and remands the matter back to the Department to proceed in accordance with the Consolidated Procurement Code.

A handwritten signature in blue ink, reading "John St. C. White", is written over a horizontal line.

John St. C. White  
Chief Procurement Officer

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised July 2024)*

The South Carolina Procurement Code, in Section 11-35-4410, subsection (1)(b), states:

(1) Creation. There is hereby created the South Carolina Procurement Review Panel which shall be charged with the responsibility to review and determine de novo:  
(b) requests for review of other *written determinations*, decisions, *policies*, and *procedures* arising from or concerning the procurement of supplies, services, information technology, or construction procured in accordance with the provisions of this code and the ensuing regulations; except that a matter which could have been brought before the chief procurement officers in a timely and appropriate manner pursuant to Sections 11-35-4210, 11-35-4220, or 11-35-4230, but was not, must not be the subject of review under this paragraph. Requests for review pursuant to this paragraph must be submitted to the Procurement Review Panel in writing, setting forth the grounds, within fifteen days of the date of the written determinations, decisions, policies, and procedures.

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

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

---

\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

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

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

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

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

---

For official use only: \_\_\_\_\_ Fee Waived      \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

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

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

# Exhibit A

**From:** [BAGWELL, LAURA, L.](#)  
**To:** [Craig, Kimber](#)  
**Cc:** [KIRWAN, EMMETT, J.](#)  
**Subject:** Permission to Cancel Award  
**Attachments:** [Award.pdf](#)

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Good morning Kimber,

I am requesting your permission to cancel contract 4400036345, dated 1/2/25 for Application Manager & Right Click Software Renewal, based on Section 19-445.2085, (C.) Cancellation of Award Prior to Performance, (7) Administrative error of the purchasing agency discovered prior to performance.

After I had posted the award, it was brought to my attention the vendor was adding an additional 20% service fee per license. This was not a line item on the solicitation. The vendor had added a separate quote to their on line submission stating the additional cost. I failed to review all attachments and proceeded with awarding to Clear Transformation Restorations, when I should have found them to be non-responsive.

Please let me know if you need any further information.

Thank you,




**Laura Bagwell**

*Procurement Manager I*

**P** 803-737-1013 **E** [bagwelllb@scdot.org](mailto:bagwelllb@scdot.org)

South Carolina Department of Transportation  
955 Park Street, P.O. Box 191, Columbia, SC 29202-0191

	<p align="center"><b>State of South Carolina</b></p> <p align="center">Invitation For Bid</p>	<p>Solicitation: 5400027746  Date Issued: 12/13/2024  Procurement Officer: Laura Bagwell  Phone: 803-737-1013  E-Mail Address: <a href="mailto:bagwellb@scdot.org">bagwellb@scdot.org</a>  Mailing Address: SCDOT Procurement Office  PO Box 191  Columbia SC 29202-0191</p>
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DESCRIPTION: **Application Manager & Right Click Software Renewal**

USING GOVERNMENTAL UNIT: **SC Department of Transportation**

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

SUBMIT OFFER BY (Opening Date/Time): **12/31/2024 @ 2:30 P.M.**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/20/2024 @ 12:00 P.M.**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One**

<p>CONFERENCE TYPE: <b>Not Applicable</b>  DATE &amp; TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Not Applicable</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>01/02/2025</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 thirty (30) 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>_____</div> <div style="text-align: right;">E-mail</div> <div>_____</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)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

**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 (%)
--	----------------------	----------------------	----------------------	-------------------------

**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). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] ***\*\*PREFERENCES DO NOT APPLY\*\****

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). ***\*\*PREFERENCES DO NOT APPLY\*\****

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

## **UPDATED BID OPENING PROCEDURES**

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

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

Dial: 1-833-523-3710

Access Code/Conference ID: 657738

### **INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS**

#### **Mailing Address:**

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

#### **Physical Address:**

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

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

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## **I. SCOPE OF SOLICITATION**

The South Carolina Department of Transportation (SCDOT) is soliciting for Annual Renewal subscriptions of Recast Application Manager Enterprise and Right Click Tools Subscription for up to 4000 devices.

### **ACQUIRE SERVICES (JAN 2006)**

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

**Start date: 01/03/2025 End date: 01/02/2028.** The initial term of the contract will be for one (1) year, with the possibility of two (2) one-year renewals, for a total potential contract period of three (3) years. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

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

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND 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(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-4]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

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

### **AUTHORIZED AGENT (FEB 2015)**

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

## **AWARD NOTIFICATION (MAR 2024)**

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

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

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

## **BID ACCEPTANCE PERIOD (JAN 2004)**

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

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

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

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)**

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed

statement setting forth in detail the circumstances of the disclosure. [02-2A032-2]

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

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

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

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/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]

#### **MULTIPLE OFFERS (MAR 2024)**

Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

## OMIT TAXES FROM PRICE (JAN 2004)

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

## OPEN TRADE REPRESENTATION (JUN 2015)

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

## PRICING (MAR 2024)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

## PROTESTS (MAY 2024)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to [FOIAInfo@dot.state.sc.us](mailto:FOIAInfo@dot.state.sc.us) and the Procurement Officer listed on the cover page of this solicitation. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at [www.procurement.sc.gov/legal](http://www.procurement.sc.gov/legal) [02-2A085-3]

## PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

## PUBLIC OPENING (JAN 2004)

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

## QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

## REJECTION/CANCELLATION (JAN 2004)

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

## RESPONSIVENESS (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

## SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

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

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

**OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

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

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income

tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

#### **VENDOR REGISTRATION MANDATORY (MAR 2024)**

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

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

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

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **MAIL PICKUP (MODIFIED)**

SCDOT picks up all mail from The US Postal Service once daily around 8:30 a.m. and again around 12:00 p.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

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

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

(b) Steps for On-Line Bidding

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

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

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

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

#4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

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

(d) Do not wait until the last minute to submit your offer. If an on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

### **PROTEST - CPO - ITMO ADDRESS (MAR 2024)**

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

(a) by email to [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov),

(b) by post or delivery to: 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-2]

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

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

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

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

### **III. SCOPE OF WORK/SPECIFICATIONS**

The South Carolina Department of Transportation is seeking bids for Annual Renewals of Recast Application Manager Enterprise and Recast Right Click Tools Subscription software.

#### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

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

**SCDOT-IT Services, 955 Park Street, Columbia, SC 29201**

[03-3030-1]

#### **DELIVERY DATE -- PURCHASE ORDER (JAN 2006)**

All items shall be delivered within days indicated on the purchase order. [03-3038-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### 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]



## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

## **VI. AWARD CRITERIA**

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

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

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

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

### **CALCULATING THE LOW BID**

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation. The "Extended Price" will be calculated by multiplying the "Quantity" by the "Unit Price." The lowest bidder will be determined as the Offeror having the lowest Total Bid Price.

[06-6050-1]

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

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

### **UNIT PRICE GOVERNS (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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

### **BANKRUPTCY - GENERAL (FEB 2015)**

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

### **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]

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

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

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

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

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

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

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

[07-7A020-1]

## **DISPUTES (JAN 2006)**

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

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

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

## **FALSE CLAIMS (JAN 2006)**

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

## **FIXED PRICING REQUIRED (JAN 2006)**

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

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

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

## **NOTICE (JAN 2006)**

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

## **OPEN TRADE (JUN 2015)**

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

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

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

## **PUBLICITY (JAN 2006)**

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

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

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

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

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

## **TAXES (JAN 2006)**

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

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

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

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

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

## **WAIVER (JAN 2006)**

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

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

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

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

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

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

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

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

[07-7B025-1]

### **COMPLIANCE WITH 2 CFR 200.216**

In accordance with 2 CFR 200.216, Contractors, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by: • Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). • Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

### **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]

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

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

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

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services,

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

## **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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



(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

## **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]

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

[07-7B160-1]

## **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]

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to

Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

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

[07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	1	each		
<b>Item Description:</b> Application Manager Enterprise Renewal				
<b>Tendering Text:</b> Year 1 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	1	each		
<b>Item Description:</b> Right Click Tools Subscription Renewal				
<b>Tendering Text:</b> Year 1 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	1	each		
<b>Item Description:</b> Application Manager Enterprise Renewal				
<b>Tendering Text:</b> Year 2 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	1	each		
<b>Item Description:</b> Right Click Tools Subscription Renewal				
<b>Tendering Text:</b> Year 2 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	1	each		
<b>Item Description:</b> Application Manager Enterprise Renewal				
<b>Tendering Text:</b> Year 3 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	1	each		
<b>Item Description:</b> Right Click Tools Subscription Renewal				
<b>Tendering Text:</b> Year 3 for up to 4000 devices				

## **IX. ATTACHMENTS TO SOLICITATION**

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

**ATTACHMENT A: IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**

**ATTACHMENT B: OFFEROR'S CHECKLIST**

## ATTACHMENT A

### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

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

[09-9005-5]

## ATTACHMENT B

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

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

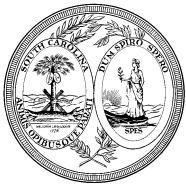
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS. • MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PREBID/PROPOSAL CONFERENCES.

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

# Exhibit C

	Rfx Number		5400027746								
				VPRIME TECH INC		VCLOUD TECH INC		CLEAR TRANSFORMATION RESTORATIONS		COQUINA	
				5500095508		5500095527		5500095592		5500095561	
	Header Data										
	Status			Submitted		Submitted		Submitted		Submitted	
	Version Number	1		1		1		1		1	
	Net value			\$ 73,740.00 USD		\$ 72,931.65 USD		\$ 72,360.00 USD		\$ 72,360.00 USD	
	Currency			USD		USD		USD		USD	
	2. The offer is in accordance with the terms and conditions of this solicitation.			Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.	
	1. The Submitter has read and understands the terms and conditions of this solicitation.			Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.	
	1 Application Manager Enterprise Renewal										
	1 Net price	1 EA		12,218.91 USD		12,094.80 USD		12,000.00 USD		12,000.00 USD	
	1 Unit of Measurement			EA		EA		EA		EA	
	1 Price Unit			1		1		1		1	
	1 Product ID										
	1 Quantity	1 EA		1 EA		1 EA		1 EA		1 EA	
	1 Net value			12,218.91 USD		12,094.80 USD		12,000.00 USD		12,000.00 USD	
	1 Acceptance Status										
	2 Right Click Tools Subscription Renewal										
	2 Net price	1 EA		12,341.09 USD		12,215.75 USD		12,120.00 USD		12,120.00 USD	
	2 Unit of Measurement			EA		EA		EA		EA	
	2 Price Unit			1		1		1		1	
	2 Product ID										
	2 Quantity	1 EA		1 EA		1 EA		1 EA		1 EA	
	2 Net value			12,341.09 USD		12,215.75 USD		12,120.00 USD		12,120.00 USD	
	2 Acceptance Status										
	3 Application Manager Enterprise Renewal										
	3 Net price	1 EA		12,228.86 USD		12,094.80 USD		12,000.00 USD		12,000.00 USD	
	3 Unit of Measurement			EA		EA		EA		EA	
	3 Price Unit			1		1		1		1	
	3 Product ID										
	3 Quantity	1 EA		1 EA		1 EA		1 EA		1 EA	
	3 Net value			12,228.86 USD		12,094.80 USD		12,000.00 USD		12,000.00 USD	
	3 Acceptance Status										
	4 Right Click Tool Subscription Renewal										
	4 Net price	1 EA		12,351.14 USD		12,215.75 USD		12,120.00 USD		12,120.00 USD	
	4 Unit of Measurement			EA		EA		EA		EA	
	4 Price Unit			1		1		1		1	
	4 Product ID										
	4 Quantity	1 EA		1 EA		1 EA		1 EA		1 EA	
	4 Net value			12,351.14 USD		12,215.75 USD		12,120.00 USD		12,120.00 USD	
	4 Acceptance Status										
	5 Application Manager Enterprise Renewal										
	5 Net price	1 EA		12,238.81 USD		12,094.80 USD		12,000.00 USD		12,000.00 USD	
	5 Unit of Measurement			EA		EA		EA		EA	
	5 Price Unit			1		1		1		1	
	5 Product ID										
	5 Quantity	1 EA		1 EA		1 EA		1 EA		1 EA	
	5 Net value			12,238.81 USD		12,094.80 USD		12,000.00 USD		12,000.00 USD	
	5 Acceptance Status										
	6 Right Click Tools Subscription Renewal										
	6 Net price	1 EA		12,361.19 USD		12,215.75 USD		12,120.00 USD		12,120.00 USD	
	6 Unit of Measurement			EA		EA		EA		EA	
	6 Price Unit			1		1		1		1	
	6 Product ID										
	6 Quantity	1 EA		1 EA		1 EA		1 EA		1 EA	
	6 Net value			12,361.19 USD		12,215.75 USD		12,120.00 USD		12,120.00 USD	





# State of South Carolin

## Exhibit D

### Bid

Status: 5500095592 Bid Accepted

Created: 12/30/2024 20:58:01 EST  
CASSANDRA PIERRE

Last upd: 01/02/2025 12:31:13 EST  
LAURA BAGWELL

### Bidder

CLEAR TRANSFORMATION RESTORATIONS  
2019 DRIFTWOOD DR  
COLUMBIA SC 29210

## Invitation For Bid

Version: 1

Bid invitation number: 5400027746

Description: Application Manager & Right Click

Buyer name:

Buyer email:

Buyer phone:

Follow-on document: Contract

Estimated award date: 01/02/2025

SCBO catg: Information Technology

### Bid invitation rules

Bidding procedure: Public bid invitation

Requested price information: Normal price

Timezone: EST

End date/time: 12/31/2024 14:30:00 EST

Opening date/time: 12/31/2024 14:30:00 EST

Bids required for all items? No

Bid may be changed? Yes

Bidder can add items? No

### Bid Basic Data

Target Value Bid: 86,832.00 (United States Dollar)

Terms of Payment: net 30 days

Currency: USD United States Dollar

### Information from purchaser - header attachment(s)

Description

Solicitation

### Bidder's header attachment(s)

Description

Additional Document

Quote

Cover Page

Insurance

### Header attributes

2. The offer is in accordance with the terms and conditions of this solicitation.

Bidder Response: Yes, I am in accordance with the terms and conditions.

Permitted Values - Yes, I am in accordance with the terms and conditions.

1. The Submitter has read and understands the terms and conditions of this solicitation.

Bidder Response: Yes. I have read and understand the terms and conditions.

Permitted Values - Yes. I have read and understand the terms and conditions.

### Bid details

# Invitation For Bid

Version: 1

Bid invitation number: 5400027746

Description: Application Manager & Right Click Softwr

## Line Number: 0001

### Application Manager Enterprise Renewal

Item Category: Material

Product Category: 92031 - Installation of Computers Peripherals (Software)

Internal Item Number: 0

Submitted Target Quantity: 1.00 each

Price: 12,000.00 (United States Dollar) Per 1 each

Target Value Bid: 12,000.00 (United States Dollar)

#### Information from purchaser - item tendering text

Year 1 for up to 4000 devices

## Line Number: 0002

### Right Click Tools Subscription Renewal

Item Category: Material

Product Category: 92031 - Installation of Computers Peripherals (Software)

Internal Item Number: 0

Submitted Target Quantity: 1.00 each

Price: 12,120.00 (United States Dollar) Per 1 each

Target Value Bid: 12,120.00 (United States Dollar)

#### Information from purchaser - item tendering text

Year 1 for up to 4000 devices

## Line Number: 0003

### Application Manager Enterprise Renewal

Item Category: Material

Product Category: 92031 - Installation of Computers Peripherals (Software)

Internal Item Number: 0

Submitted Target Quantity: 1.00 each

Price: 12,000.00 (United States Dollar) Per 1 each

Target Value Bid: 12,000.00 (United States Dollar)

#### Information from purchaser - item tendering text

Year 2 for up to 4000 devices

## Line Number: 0004

### Right Clich Tool Subscription Renewal

Item Category: Material

Product Category: 92031 - Installation of Computers Peripherals (Software)

Internal Item Number: 0

Submitted Target Quantity: 1.00 each

Price: 12,120.00 (United States Dollar) Per 1 each

Target Value Bid: 12,120.00 (United States Dollar)

# Invitation For Bid

Version: 1

Bid invitation number: 5400027746

Description: Application Manager & Right Click Softwr

## Information from purchaser - item tendering text

Year 2 for up to 4000 devices

### Line Number: 0005

#### Application Manager Enterprise Renewal

Item Category: Material

Product Category: 92031 - Installation of Computers Peripherals (Software)

Internal Item Number: 0

Submitted Target Quantity: **1.00 each**

Price: **12,000.00 (United States Dollar) Per 1 each**

Target Value Bid: **12,000.00 (United States Dollar)**

## Information from purchaser - item tendering text

Year 3 for up to 4000 devices

### Line Number: 0006

#### Right Click Tools Subscription Renewal

Item Category: Material

Product Category: 92031 - Installation of Computers Peripherals (Software)

Internal Item Number: 0

Submitted Target Quantity: **1.00 each**

Price: **12,120.00 (United States Dollar) Per 1 each**

Target Value Bid: **12,120.00 (United States Dollar)**

## Information from purchaser - item tendering text

Year 3 for up to 4000 devices

**COVER PAGE**

**Solicitation Number:** 5400027746

**Date Issued:** 12/13/2024

**Procurement Officer:** Laura Bagwell

**Phone:** 803-737-1013

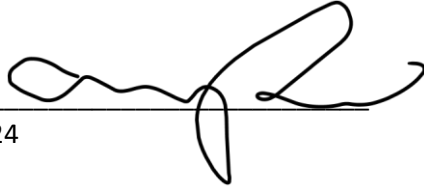
**Email Address:** bagwelllb@scdot.org

**Offeror Name:** Clear Transformation Restoration LLC/ Cassandra Pierre

**Authorized Signature:** \_\_\_\_\_

**Date Signed:** 12/30/2024

**Title:** Owner



**State Vendor Number:** 7000363886

**State of Incorporation:** South Carolina

**Type of Entity:** Corporate entity (not tax-exempt)

**Home Office Address:**

2019 Driftwood Dr

Columbia SC 29210

**Notice Address:**

400 Crystal Falls CT

Greenville SC 29605

**Payment Address:**

Same as Notice Address

**Order Address:**

Same as Notice Address

**Acknowledgment of Amendments:**

Amendment No.: \_\_\_\_\_1\_\_\_\_\_ Issue Date: \_\_\_\_\_12/12/2024\_\_\_\_\_

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**BID DETAILS**

**Description of Services:** Annual Renewal of Recast Application Manager Enterprise and Right Click Tools Subscription for up to 4,000 devices.

**Delivery/Performance Location:** SCDOT-IT Services, 955 Park Street, Columbia, SC 29201

**Delivery Date:** All items shall be delivered within the days indicated on the purchase order.

---

## QUOTE ATTACHMENT

**Quote Number:** 00016696

**Prepared For:** South Carolina Department of Transportation

**Prepared By:** Taylor Leary

**Expiration Date:** 12/31/2024

### Product Details:

- **Application Manager Enterprise:** Quantity 4,000; Total \$12,000.00
- **Right Click Tools Subscription:** Quantity 4,000; Total \$12,120.00

**Total Amount (Excluding Taxes and Profit):** \$72,360.00

**Profit Margin (20%):** \$14,472.00

**New Total Amount (Excluding Taxes):** \$86,832.00

### Taxes:

- **South Carolina Sales Tax (6%):** \$5,209.92
- **Total Amount (Including Taxes):** \$92,041.92

### Subscription Period:

- **Start Date:** November 28, 2024
- **End Date:** November 27, 2027

### Terms & Conditions:

- Governed by Recast Software, Inc.'s Terms of Service and Privacy Policy.
- Taxes are calculated based on the "Ship To" location.

## MINORITY PARTICIPATION

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

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

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☒ No

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## CERTIFICATIONS

**Certification of Independent Price Determination:** By submitting this bid, we certify that prices were determined independently, without consultation or agreement with competitors.

**Certification of Compliance with Ethics Provisions:** We certify compliance with Title 8, Chapter 13 of the South Carolina Code of Laws, as amended.

**Conflict of Interest Disclosure:** No actual or potential conflicts of interest exist.

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**BIDDING SCHEDULE**

Item	Quantity	Unit Price	Extended Price
Application Manager	4,000	\$3.00	\$12,000.00
Right Click Tools	4,000	\$3.03	\$12,120.00


**Total Bid Price (Excluding Taxes and Profit):** \$72,360.00

**Profit Margin (20%):** \$14,472.00

**New Total Bid Price (Excluding Taxes):** \$86,832.00

**South Carolina Sales Tax (6%):** \$5,209.92

**Total Bid Price (Including Taxes):** \$92,041.92

	<b>State of South Carolina</b>  Invitation For Bid	Solicitation: 5400027746 Date Issued: 12/13/2024 Procurement Officer: Laura Bagwell Phone: 803-737-1013 E-Mail Address: <a href="mailto:bagwelllb@scdot.org">bagwelllb@scdot.org</a> Mailing Address: SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191

DESCRIPTION: **Application Manager & Right Click Software Renewal**

USING GOVERNMENTAL UNIT: **SC Department of Transportation**

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

SUBMIT OFFER BY (Opening Date/Time): **12/31/2024 @ 2:30 P.M.**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/20/2024 @ 12:00 P.M.**

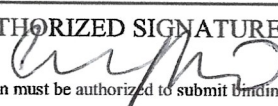
(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One**

CONFERENCE TYPE: <b>Not Applicable</b> DATE & TIME:  <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small>	LOCATION: <b>Not Applicable</b>
---	---------------------------------

AWARD & AMENDMENTS	Award will be posted on <b>01/02/2025</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
--------------------	--

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <i>Clear Transformations Restoration</i> <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED <b>12/30/2024</b>
TITLE <i>Owner</i> <small>(business title of person signing above)</small>	STATE VENDOR NO. <b>7000363886</b> <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
PRINTED NAME <i>Cassandra Pierre</i> <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <b>SC</b> <small>(If you are a corporation, identify the state of incorporation.)</small>

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



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

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)  <div style="font-size: 1.2em; font-family: cursive;">2019 Driftwood Dr Columbia SC 29210</div>	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)  <div style="font-size: 1.2em; font-family: cursive;">400 Crystal Falls Ct Greenville SC 29605</div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <span>803-429-6778</span> <span>Area Code -</span> </div> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Number - Extension Facsimile</span> </div> </div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <span></span> <span>E-mail</span> </div> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Address</span> </div> </div>
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)     <div style="margin-top: 10px;"> <input type="checkbox"/> Payment Address same as Home Office Address  <input checked="" type="checkbox"/> Payment Address same as Notice Address (check only one)         </div>	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)     <div style="margin-top: 10px;"> <input type="checkbox"/> Order Address same as Home Office Address  <input checked="" type="checkbox"/> Order Address same as Notice Address (check only one)         </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
1	12/12/24						

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

**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). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] \*\*PREFERENCES DO NOT APPLY\*\****

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). ***\*\*PREFERENCES DO NOT APPLY\*\****

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



# VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

## BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	1	each	3.00	12,000.00
Item Description: Application Manager Enterprise Renewal				
Tendering Text: Year 1 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	1	each	3.03	12,121.00
Item Description: Right Click Tools Subscription Renewal				
Tendering Text: Year 1 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	1	each	3.00	12,000.00
Item Description: Application Manager Enterprise Renewal				
Tendering Text: Year 2 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	1	each	3.03	12,121.00
Item Description: Right Click Tools Subscription Renewal				
Tendering Text: Year 2 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	1	each	3.00	12,000.00
Item Description: Application Manager Enterprise Renewal				
Tendering Text: Year 3 for up to 4000 devices				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	1	each	3.03	12,121.00
Item Description: Right Click Tools Subscription Renewal				
Tendering Text: Year 3 for up to 4000 devices				

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

##### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

##### 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]



# RECAST SOFTWARE

**Recast Software, Inc.**

1660 Highway 100 S  
West End Plaza – Suite 528  
St. Louis Park, MN 55416  
United States

**Quote Number: 00016696**

<b>Bill To Address</b>	Clear Transformation Restoration	<b>Ship To Address</b>	South Carolina Department of Transportation 955 Park St Columbia SC 29201-3959 United States
<b>Prepared For</b>		<b>Currency</b>	USD
<b>Prepared By</b>	Taylor Leary	<b>Expiration Date</b>	12/31/2024
<b>Billing Frequency</b>		<b>Payment Terms</b>	

## Order Details

Subscription Start Date	November 28, 2024	Payment Method	Credit Card, ACH/Wire, Check
Subscription End Date	November 27, 2027	Maximum Device Count	4,000

Product Name	Quantity	Total
Application Manager Enterprise	4,000	12,000.00
Right Click Tools Subscription	4,000	12,120.00

<b>Taxes</b>	<b>Not Included</b>
<b>Grand Total</b>	
72,360.00	

## Terms & Conditions

This Quote Form is governed by Recast Software, Inc.'s Terms of Service, available online at: <https://recastsoftware.com/terms-of-service> and Recast Software, Inc.'s Privacy Policy, available online at <https://recastsoftware.com/privacy-policy>.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the 'Ship To' location provided by Customer on the final invoice.

**Policy Number:** PSC3H95LVS      **Policy Period:** 01/01/2025 to 01/01/2026 @12:01AM**This Policy Issued By:** Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.**Named Insured (Your Business):**  
Clear Transformation Restoration LLC  
400 Crystal Falls Ct  
Greenville, SC 29605**Phone:** (803) 429-6778  
**Email:** cpierre@cleartransformationrestorations.com**What's insured & for how much:**

The table below shows the insured buildings, and the Deductible and Limit for each Coverage. We will pay up to the Limit after a loss is more than the Deductible. If your business has more than one loss, it must pay a separate Deductible for each loss. We will pay up to the Limit for each loss, except for Business Liability, where there is a Maximum Limit. After we have paid the Maximum Limit, we will no longer pay any amounts for Business Liability under this policy

COVERAGE FOR	LIMIT	DEDUCTIBLE
Business Liability	\$1,000,000 per occurrence, \$3,000,000 Maximum	\$0
Cyber Incident Response	\$250,000	\$0
Workers' Compensation	As required by law	None
All Other Property	\$0	\$1,000
Business Interruption (Net Income)	Up to 1 year, \$0	3 day waiting period
Flood	NO CHANGE	NO CHANGE

**Estimated Premium: \$1,158.00** (Subject to Audit When Permitted or Required by Law)

**Cancellation:** Your business may cancel for any reason by written request for a future date. We may only cancel as allowed by South Carolina law, at least for 30 days before cancellation or 30 if for nonpayment of premium. We will send a notice to the address above, and any additional interests requiring notice, that explains the cancellation and the effective date. After cancellation, the premium will be adjusted proportionately based on the time the policy was in effect.

**Policy Forms & Endorsements:**3 Page Policy Form 3PG 00 00 - 06/24  
Coverage Options Supplement 3PG CV 01 - 06/24  
3PG COVEX 01 - 11/22South Carolina Workers Compensation Forms and Information  
SC Compliance Poster

# Exhibit E

## Clear Transformation Restoration LLC

2019 Driftwood Dr  
Columbia SC 29210  
(803) 429-6778  
cpierre@cleartransformationrestorations.com  
<https://cleartransformationrestorations.com/>

## PURCHASE ORDER

P.O. NUMBER	DATE
28731	1/3/2025

### VENDOR

NAME

Cassandra Pierre

COMPANY NAME

CTR

ADDRESS

2019 Driftwood Dr  
Columbia SC 29210

PHONE

803-429-6778

EMAIL ADDRESS

cpierre@cleartransformationrestorations.com

### CUSTOMER

NAME

Department of Transportation SC

COMPANY NAME

Department of Transportation SC

ADDRESS

955 Park St  
Columbia SC 29201-3959

PHONE

EMAIL ADDRESS

[FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)

Name of Company		SHIPPING METHOD		DELIVERY DATE
Recast Software, Inc		Digital		1/6/2025
Code	Product Description	Quantity	Unit Price	Amount
304-986	Application Manager Enterprise	4000	3.00	12,000.00
501-355	Right Click Tools Subscription	4000	3.03	12,120.00
304-457	Servicing Fee Per license	8000	0.72	5,824.80

<b>Note:</b> The extention date was provided by Recast Chief Operating Officer. We	<b>Subtotal (\$)</b>	<b>29,944.80</b>
	Discount (%)	0.00
	Sales Tax (%) 0	0.00
	Other Cost (\$)	
	Shipping & Handling (\$)	
	<b>Total Amount (\$)</b>	<b>29,944.80</b>

# Exhibit F

**From:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
**To:** [BAGWELL, LAURA, L.](#); [FOLLMER, ZACHARY, D.](#)  
**Cc:** [Green, Michael R.](#)  
**Subject:** RE: Recast Software subscription  
**Date:** Friday, January 3, 2025 2:54:27 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)

---

\*\*\* This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. \*\*\*

Hi Laura,

Thank you for speaking with me and providing clarification.

Listed below is the breakdown of the *Servicing Fee Per License*:

## **Servicing Fee Per License**

- **Year 1:** \$5,824.80
- **Year 2:** \$4,682.30
- **Year 3:** \$3,963.90

As you can see, there is an annual discount applied to the fee, resulting in a reduced cost each year.

Warmest Regards,

Cassandra Pierre

Owner

Email: [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)

PH: 803-429-6778

Website: [cleartransformationrestorations.com](http://cleartransformationrestorations.com)

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---

**From:** Bagwell, Laura B. <BagwellLB@scdot.org>  
**Sent:** Friday, January 3, 2025 2:35 PM  
**To:** cpierre@cleartransformationrestorations.com; Follmer, Zachary D. <FollmerZD@scdot.org>  
**Cc:** Green, Michael R. <GreenMR@scdot.org>  
**Subject:** RE: Recast Software subscription

Is this fee something that we would be charged for each year? This was not included in the solicitation or contract.



**Laura Bagwell**  
Procurement Manager I  
**P** 803-737-1013 **E** [bagwelllb@scdot.org](mailto:bagwelllb@scdot.org)  
South Carolina Department of Transportation  
955 Park Street, P.O. Box 191, Columbia, SC 29202-0191

---

**From:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
<[cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)>  
**Sent:** Friday, January 3, 2025 2:31 PM  
**To:** Follmer, Zachary D. <[FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)>  
**Cc:** Bagwell, Laura B. <[BagwellLB@scdot.org](mailto:BagwellLB@scdot.org)>; Green, Michael R. <[GreenMR@scdot.org](mailto:GreenMR@scdot.org)>  
**Subject:** RE: Recast Software subscription

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The "Servicing Fee Per License" is a standard cost associated with the maintenance and management of the software licenses. This fee covers essential services such as license renewal, system updates, administrative overhead, and ensuring that your licenses remain active and compliant.

While the servicing fee is not the same as technical support, it ensures that your software stays up-to-date, secure, and ready for use. If you have specific questions or require technical assistance, that would typically fall under a separate support agreement.

Please let me know if you'd like further clarification or additional details about this fee.

Warmest Regards,

Cassandra Pierre

Owner

Email: [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)

PH: 803-429-6778

Website: [cleartransformationrestorations.com](http://cleartransformationrestorations.com)

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---

**From:** Follmer, Zachary D. <[FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)>

**Sent:** Friday, January 3, 2025 2:17 PM

**To:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)

**Cc:** Bagwell, Laura B. <[BagwellLB@scdot.org](mailto:BagwellLB@scdot.org)>; Green, Michael R. <[GreenMR@scdot.org](mailto:GreenMR@scdot.org)>

**Subject:** RE: Recast Software subscription

Thank you for the quote.

Before forwarding it over, can you please explain the 3<sup>rd</sup> line item for Servicing Fee Per license? Is this technical support?

Thanks,



**Zachary Follmer**

*IT Customer Service Specialists*

P 803-737-5055 | 803-447-1699 E [FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)

South Carolina Department of Transportation

955 Park Street, P.O. Box 191, Columbia, SC 29202-0191

---

**From:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)

<[cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)>

**Sent:** Friday, January 3, 2025 2:12 PM

**To:** Follmer, Zachary D. <[FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)>



**Cc:** Bagwell, Laura B. <BagwellLB@scdot.org>; Green, Michael R. <GreenMR@scdot.org>  
**Subject:** RE: Recast Software subscription

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Hi Zachary,

I apologize about the delay, I had to speak with Recast to ensure that the dates were correct. They stated that the start date of the license agreement would be 11/27/2024 because of the extension of service. That way we don't have to bill for the thirteen months of service, and we can keep it at a year. The next time you will have to renew again is on 11/28/2025.

Taxes are billed separately directly from Recast.

Attached you will find the PO.

Warmest Regards,  
Cassandra Pierre  
Owner  
Email: [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
PH: 803-429-6778  
Website: [cleartransformationrestorations.com](http://cleartransformationrestorations.com)

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---

**From:** Follmer, Zachary D. <FollmerZD@scdot.org>  
**Sent:** Friday, January 3, 2025 11:21 AM

**To:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
**Cc:** Bagwell, Laura B. <[BagwellLB@scdot.org](mailto:BagwellLB@scdot.org)>; Green, Michael R. <[GreenMR@scdot.org](mailto:GreenMR@scdot.org)>  
**Subject:** RE: Recast Software subscription

If you can send over a quote for year 1, with the contract number referenced, I can forward that over to our procurement group for processing.

Thanks,



## Zachary Follmer

*IT Customer Service Specialists*

**P** 803-737-5055 | 803-447-1699 **E** [FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)

South Carolina Department of Transportation  
955 Park Street, P.O. Box 191, Columbia, SC 29202-0191

---

**From:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
<[cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)>  
**Sent:** Friday, January 3, 2025 11:18 AM  
**To:** Follmer, Zachary D. <[FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)>  
**Cc:** Bagwell, Laura B. <[BagwellLB@scdot.org](mailto:BagwellLB@scdot.org)>; Green, Michael R. <[GreenMR@scdot.org](mailto:GreenMR@scdot.org)>  
**Subject:** RE: Recast Software subscription

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Thank you for the swift reply!

Can we get that PO issue today?

Warmest Regards,  
Cassandra Pierre  
Owner  
Email: [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
PH: 803-429-6778  
Website: [cleartransformationrestorations.com](http://cleartransformationrestorations.com)

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---

**From:** Follmer, Zachary D. <[FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)>  
**Sent:** Friday, January 3, 2025 11:17 AM  
**To:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
**Cc:** Bagwell, Laura B. <[BagwellLB@scdot.org](mailto:BagwellLB@scdot.org)>; Green, Michael R. <[GreenMR@scdot.org](mailto:GreenMR@scdot.org)>  
**Subject:** RE: Recast Software subscription

Good Morning.

We're currently using the community version of Right-Click tools, as Recast was only able to extend our licenses till December 27<sup>th</sup>.

We have never used application manager, so we would need to get that setup on our server once a PO is cut.

Thanks,



## Zachary Follmer

*IT Customer Service Specialists*

**P** 803-737-5055 | 803-447-1699 **E** [FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)

South Carolina Department of Transportation  
955 Park Street, P.O. Box 191, Columbia, SC 29202-0191

---

**From:** [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)  
<[cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)>  
**Sent:** Friday, January 3, 2025 11:15 AM  
**To:** Follmer, Zachary D. <[FollmerZD@scdot.org](mailto:FollmerZD@scdot.org)>  
**Cc:** Bagwell, Laura B. <[BagwellLB@scdot.org](mailto:BagwellLB@scdot.org)>  
**Subject:** Recast Software subscription

**\*\*\* This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. \*\*\***

Hi Zachary,

Hope this email finds you well.

I was provided your contact information by Laura so that I can gather additional information about the Recast subscription.

Recast stated that the current subscription expired on 11/27/24, but they extended it until the end of December. We want to make sure that we keep that subscription active for you.

We need to confirm that you are still using Recast and the Application manager.

Please let us know.

Warmest Regards,

Cassandra Pierre

Owner

Email: [cpierre@cleartransformationrestorations.com](mailto:cpierre@cleartransformationrestorations.com)

PH: 803-429-6778

Website: [cleartransformationrestorations.com](http://cleartransformationrestorations.com)

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel." -Maya Angelou

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