

 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>REQUEST FOR PROPOSAL</b>	Solicitation Number Date Printed Date Issued Procurement Officer Phone E-Mail Address	USC-RFP-2486-CJ July 29, 2013 July 29, 2013 Charles Johnson (803) 777-4115 charles.johnson@sc.edu
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DESCRIPTION: PROVIDE HAZARDOUS AND UNIVERSAL WASTE TRANSPORTATION AND DISPOSAL FOR THE UNIVERSITY OF SOUTH CAROLINA SYSTEM

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time): **8/26/2013 at 3:00 PM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **8/14/2013 at 12:00 PM** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original and Three (3) Hardcopies Plus (1) Electronic Copy (Original Hardcopy Shall Prevail)**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

<b>CONFERENCE TYPE: Pre-Proposal (Non-Mandatory)</b> <b>DATE &amp; TIME: Tuesday, August 13, 2013, at 2:00 PM</b>  As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 605 Columbia, SC 29208
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above on <b>9/13//2013</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION	(If offeror is a corporation, identify the state of Incorporation.)
TAXPAYER IDENTIFICATION NO.	(See "Taxpayer Identification Number" provision)

**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)
	_____ Area Code - Number - Extension                  Facsimile
	_____ E- mail Address

<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>

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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***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 - 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)).

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

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

### I. Scope Of Solicitation

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions..

MAXIMUM CONTRACT PERIOD -- ESTIMATED (January 2006): **[September 24, 2013- September 23, 2018]**  
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".

It is the intent of The University of South Carolina (hereinafter referred to as the University and USC) to solicit proposals from qualified sources of supply for a solution for Hazardous and Universal Waste Transportation and Disposal in accordance with all requirements stated herein.

This RFP is a Solutions-Based solicitation. The University of South Carolina is declaring its current situation and asking the vendor community to provide a solution. The University highly encourages offerors to use their expertise and creativeness to explain their solutions offered so the University will have a thorough understanding of the solutions provided.

### II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BUYER – means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

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 the Cover Page.

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 having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (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: <http://purchasing.sc.edu>. (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.

AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) 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.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(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.

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

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

(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.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) 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 bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DISCUSSIONS and NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) 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.

DUTY TO INQUIRE (JANUARY 2006) 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

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]

### **ILLEGAL IMMIGRATION CLAUSES (2008)**

Procurement Code Transactions: Non-Construction

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]

Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its

subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of 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.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. 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. (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.

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.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. 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. [R.19-445.2070 and Section 11-35-1520(13)]

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



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

**RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006)** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

**SIGNING YOUR OFFER (JANUARY 2006)** 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.

**STATE OFFICE CLOSINGS (JANUARY 2006)** 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: [http://www.scemd.org/scgovweb/weather\\_alert.htm](http://www.scemd.org/scgovweb/weather_alert.htm).

**SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined

by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING REDACTED OFFERS (FEB 2007):** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

**SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006)** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.  
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

**WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006)** 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.

## **II. Instructions To Offerors - B. Special Instructions**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-RFP-2486-CJ**

**Title: Provide Hazardous and Universal Waste Transportation and Disposal for The University of South Carolina System**

**Attn: Charles Johnson**

**QUESTIONS MAY BE E-MAILED TO:**

[Charles.Johnson@sc.edu](mailto:Charles.Johnson@sc.edu)

**FAXED TO:**

**803-777-2032**

### **CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1530(6), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

**CONFERENCE – PRE-BID/PROPOSAL (JAN 2006):** Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**CONTENTS OF OFFER - RFP - Solutions Based (JAN 2006):** The following outline may be helpful in preparing your proposal. Your offer should address each of the areas outlined below (as applicable) and provide the information requested. As your offer will be evaluated based on the information you provide, failure to provide a complete and comprehensive presentation of your solution could negatively effect our evaluation of your offer.

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the state's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants / subcontractors).
2. Technical Overview: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project
3. Detailed explanation of proposed solution
  - 3.1 Management
    - 3.1.1 Implementation schedule
      - 3.1.1.1 from contract formation to installation and acceptance
      - 3.1.1.2 installation, testing, and pilot, as appropriate
      - 3.1.1.3 detailed staffing deployment schedule
      - 3.1.1.4 milestones and deliverables
    - 3.1.2 Project management practices, policies, and certifications
    - 3.1.3 Application development methodologies
    - 3.1.4 Subcontracting, outsourcing, offshore contribution (if any)
    - 3.1.5 Escalation policies, practices, and contacts
  - 3.2 Technical. As appropriate, provide a explanation and/or information about the following, in detail:
    - 3.2.1 Functional capabilities of the proposed solution, including all performance capabilities, specifications and response times.
    - 3.2.2 Technical information about proposed solution, including technical specifications of any proposed equipment or services
    - 3.2.3 Software, if any, including manufacturer, functional capabilities, warranties, support levels, and documentation (any applicable license agreements and documents reflecting offeror's authority to include such software).
    - 3.2.4 Services included in the proposal and otherwise available
    - 3.2.5 Environmental requirements for the proposed solution.
    - 3.2.6 Software development plan, interfaces documentation, data synchronization, and replication plans, etc.
    - 3.2.7 Technical and operational manuals, by reference.
- 3.3 Change Management. Who initiates change requests, what justifications and explanations are included, risks associated with change, approval process, etc.
- 3.4 Installation and support.
  - 3.4.1 Installation – provide detailed information on the installation requirements and schedule.
  - 3.4.2 Training – explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.
  - 3.4.3 Support services including hardware and software maintenance – include an explanation of any proposed support services including performance guarantees. Identify all proposed maintenance including a detailed explanation of response times. Include any forms or agreements.
  - 3.4.4 Data conversion requirements should include who is responsible for developing any data conversion programs, what the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.

- 3.4.5 Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.
  - 3.4.6 Disaster recovery plans should be included, as appropriate.
  - 3.4.7 Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.
  - 3.4.8 Warranties – include all functional, performance, and quality of workmanship warranties. Describe acceptable warranty performance specifications and warranty performance reporting to include number of calls, number and type of repairs and changes, etc.
- 3.5 Intellectual property: explain the ownership rights to all proposed intellectual property.
- 3.6 Staffing
- 3.6.1 Contractor
    - 3.6.1.1 Key staff, their resumes, and areas of responsibility on this project
    - 3.6.1.2 Non-key staff, by number and areas of responsibility on this project
    - 3.6.1.3 State the number of state employees necessary and what training and skill levels are anticipated
  - 3.6.2 Other – are there any other staffing requirements?
- 3.7 Business proposals
- 3.7.1 Total cost of ownership – provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.
  - 3.7.2 Risk analysis – identify the internal and external factors could significantly impact the probability of completing this project on time and within budget
  - 3.7.3 Risk mitigation – identify any actions that could be taken to mitigate the identified risks
  - 3.7.4 Risk sharing – identify any opportunities for mutually beneficial risk sharing
  - 3.7.5 Performance incentives – identify any opportunities for performance-based incentives
  - 3.7.6 Financing options – identify any alternative financing options available to the state
- 3.8 Offeror’s Qualifications. Provide the information requested by the following provisions:  
 Qualifications – Required Information – SB  
 Subcontractor – Identification

DISCUSSION WITH OFFERORS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

**MAGNETIC MEDIA – REQUIRED FORMAT** (JAN 2006): As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror’s name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006): In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)]

### **PROTEST - CPO - MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

### **LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED "SAMPLE"**

**Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Offeror, Offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that Offeror chooses to include with its proposal must be clearly labelled "SAMPLE". If Offeror's proposal is the highest ranked offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Offeror included with its proposal and clearly labelled "SAMPLE".**

## **III. Scope of Work / Specifications**

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

### **A. Scope:**

1. The primary contractor shall furnish all necessary provisions, including personnel, labor, material, supplies, equipment, manifests, final disposal certification, and reports for the final disposal of all hazardous waste materials generated by the USC system within the mandated regulatory time periods.
2. The **primary** contractor must have EPA/SC-DHEC approved laboratory facilities and access to EPA/SC-DHEC approved laboratory facilities to perform any detailed chemical analysis that may be necessary for proper disposal. **USC must be provided with the names of the laboratories and offeror must submit such with its proposal.** The primary Contractor must notify the Procurement Officer in writing of any changes within five (5) working days of any deletions or additions to the approved list.
3. The University's preferred hierarchy of disposal is as follows: Recycling/Reuse, Treatment, Incineration and Land-filling.
4. After award and for the term of the contract, any of its provisions shall not be assigned, sublet, or transferred to anyone else without the written consent of the Procurement Officer.
5. USC will not use this contract to ship any regulated radioactive and/or biological, infectious, or medical wastes. Those items are excluded from this contract.

### **B. Contract Coordinator:**

1. Once awarded the contract, the contractor must direct all communications, including but not limited to: technical questions, inquiries, comments, concerns about invoices, pick-up schedule coordination, regulatory updates, & disposal certificates to the Contract Coordinator, who will be identified to the contractor prior to the commencement of the contract.
2. If in the opinion of the Contract Coordinator any portion of the services covered in this contract is unreasonably delayed, carelessly executed, or performed in a manner that is detrimental to the best interest of the USC system, the Contract Coordinator will notify the Contractor in writing while CC'ing the Procurement Officer. Any such notices will be transmitted by the most expeditious manner available. Upon receipt of such a notice, the Contractor must submit a corrective plan of action in writing to the Contract Coordinator while CC'ing the Procurement Officer

within 24 hours of receipt and take the necessary measures to rectify the deficiencies to the satisfaction of the Contract Coordinator within 72 hours.

3. If there is ever a question concerning anything relating to the collection, segregation of packaging of anything of a chemical nature on the School of Medicine Campus, the contractor should discuss these concerns with the USC Hazardous Waste Manager first and then with the School of Medicine's Health and Safety Coordinator

### **C. Contractor Qualification:**

1. The primary contractor must be an owner/operator of a regulated TSD facility, with a part B permit from Federal EPA. The primary contractor must also have all of the necessary permits, licenses, and any other regulatory clearances to perform all the activities covered in this contract. **The primary Contractor must be able to furnish valid attorney certified copies of these documents within ten (10) days of the posting of the intent to award.**

2. If the primary Contractor should lose any permits and/or licenses or be denied or prohibited from handling any hazardous or universal waste materials for any reason for any amount of time, the Contract Coordinator must be notified immediately in writing and the Procurement Officer CC'ed via the most expeditious means available, not to exceed five (5) working days.

3. The primary contractor must submit a list of personnel to be employed directly by the contractor and performing the activities related to hazardous or universal waste disposal at any of the USC system locations and provide that list to the Contract Coordinator while CC'ing the Procurement Officer. **The Contractor must be able to furnish copies of these documents within ten (10) days of the posting of the Intent to Award to the Contract Coordinator while CC'ing the Procurement Officer.** The contractor must also provide adequate training, as outlined in Federal OSHA regulation 29 CFR. 1910.120, to all personnel involved in such activities.

4. Contractor must submit documentation of experience, education, publications, certification(s), and training courses for personnel involved in all aspects of the analysis and disposal of hazardous waste. **The Contractor must be able to furnish copies of these documents to the Contract Coordinator while CC'ing the Procurement Officer within ten (10) days of the posting of the Intent to Award.**

5. **All offerors must submit three (3) references of institutions that they have serviced with waste streams and volumes similar to that of the USC system, to include company name, contact name, address, telephone number, and current email address for each reference and submit such with their proposals.**

6. **All offerors must submit a complete history of all federal, state, and local regulatory compliance citations and safety records of the primary contractor and all the sub-contractors to be used to perform the tasks covered in this contract for the past three (3) years and submit such with their proposals.**

7. The USC system reserves the right to investigate at its convenience and thoroughly review, either directly or through its agents, the primary contractor's records, facilities, work and regulatory history, and any other relevant information. This shall remain in effect throughout the term of the contract.

### **D. Contractor's Responsibilities:**

1. The primary Contractor must obtain at no cost to the USC system all necessary permits, registrations, licenses, and any other forms of official documentation required to comply with all federal, state, and local regulations in order to perform to and complete the contract.

2. The primary Contractor must provide all the necessary personnel, equipment, and all of the required materials to package (including drums and absorbents), mark, label, manifest and transport the hazardous or universal waste properly.

3. The primary Contractor must have its own medical surveillance program for all of the people involved in this service contract.

4. The primary Contractor must use his own equipment and personnel to perform this contract. The primary Contractor shall not use the USC system employees, vehicle(s), or equipment under any circumstances.
5. Any chemist working on behalf of, or the primary contractor must have a four (4) year chemistry or related degree.
6. The primary Contractor shall prepare all necessary pre-transport documents, including but not limited to, the lab pack inventories, waste profiles, uniform hazardous waste manifests, land disposal restriction notifications, and time material forms. These documents will be reviewed and signed by a representative for the USC system (who will be named prior to the commencement of the contract) prior to waste being transported off site.
7. The primary Contractor must use an inventory or other tracking mechanism that allows the USC system to identify, track, and trace the waste.
8. The primary Contractor must furnish the USC system with any and all analytical results obtained, in order to complete the waste profiles and manifests. Completed copies of the Uniform Hazardous Waste Manifests must be returned to the Contract Coordinator within 30 calendar days and Certificate of Disposal within 35 calendar days from the date of pick-up.
9. The primary Contractor must accept for proper disposal all wastes generated by the USC system within each regulatory period.
10. The primary Contractor will be held solely responsible for all damages to persons and property that they cause. The primary Contractor must take proper health & safety precautions to protect the integrity of the work, the workers, the property, and the environment in accordance with all applicable local, state, and federal rules & regulations including but not limited to OSHA, EPA, and DOT.
11. The primary Contractor is responsible for reporting all spills regardless of quantity and any personal exposure to the USC designated representative. Such spills must be reported immediately by telephone and shall be confirmed in writing no later than five (5) working days after the telephone report. When reporting a spill the following information shall be furnished:
  - a.) Item spilled (identification of the material, quantity, & manifest number).
  - b.) Whether amount spilled is EPA State reportable and if reported-a copy of the report.
  - c.) Exact location of the spill.
  - d.) Containment procedures initiated.
  - e.) Anticipated clean up and disposal procedures.
  - f.) Disposal location of spill clean-up residue.
12. The primary Contractor is solely responsible for any and all spills and leaks that they cause during the performance of the contract. The primary Contractor agrees to clean up such spills or leaks to the satisfaction of the University of South Carolina system in a manner which satisfies all applicable State, Federal, and local laws and regulations at NO COST to the USC system.
13. Once per fiscal year of the contract term, the primary contractor is responsible for covering all expenses related to a visit to the primary Contractor's facility(s) for the purpose of an audit. The expenses will include flight, ground transportation, hotels and food for one University representative. Any additional costs and trip finalization will be coordinated between both parties.
14. The primary contractor shall not sub-contract any work to be performed for the University **without the written consent of the Contract Coordinator.**
15. The primary contractor shall provide, at no additional cost to the University, a comprehensive quarterly waste management report within 30 days of the end of each quarter.



16. All waste shall be disposed of at legally permitted treatment, storage and disposal facilities. The University reserves the right to approve or specify disposal options and will make and appropriate adjustment in disposal costs as necessary.

17. The primary contractor shall provide information regarding all applicable treatment options for each waste stream. Annually, the primary contractor shall provide, at no additional cost to the University, data outlining the types of treatments methods utilized for the disposal of waste shipped from each campus.

18. The primary contractor shall not remove any waste from the contiguous United States without written permission from the Contract Coordinator.

19. All mercury must be recycled using mercury retort.

20. The primary contractor shall contact the Contract Coordinator if any acutely toxic (p-listed) chemicals are to be shipped from any of the regional campuses.

**G. Hazardous and Universal Waste Pick-up And Performance Schedule:**

1. The Contract Coordinator will contact the primary Contractor whenever the primary Contractor's services are required. If requested, an inventory of hazardous waste may be provided to the primary Contractor for removal within the regulatory time period.

2. Shipments will occur from the Columbia campus on a minimum of a monthly schedule.

3. Shipments will occur from the Medical School campus quarterly at a minimum or as requested.

4. Shipments will occur from regional campuses annually at a minimum or as requested.

5. The primary contractor may be asked to collect waste from the point of generation. The primary contractor assumes liability and responsibility of the waste once it is removed from the point of generation.

6. The primary Contractor may transport waste from one location to another, within the contiguous boundary of the campus.

7. The primary contractor may be required to consolidate wastes. Empty containers must be recycled for future use when possible.

8. The primary contractor shall lab package hazardous and universal waste for transportation and disposal. Each container must be packaged in a manner that maximizes the content of the container.

9. Upon receipt by the TSD, lab packs must be de-packed for recycling or fuel blending, except when otherwise specified by or approved by the University.

10. The primary Contractor may be asked to provide a chemist for HW management on a weekly basis. Waste pick-up requests will be provided to the vendor and will include the waste location, number of containers, chemical name/s and the contact name and number for each chemical to be removed

11. The primary Contractor must respond within FIVE (5) working days to coordinate the date and time for any waste pick-up.

12. Any and all emergency pick-ups must be accomplished by the primary Contractor within TWENTY FOUR (24) hours after the primary Contractor is contacted by the USC system.

13. Currently the School of Medicine has two different locations that are designated as hazardous waste generating sites, as follows: The School of Medicine Campus on Garners Ferry Rd./Sumter Highway and Laboratory 2

Medical Park. Requirements continue for collection from individual laboratories at these sites. The primary Contractor must make sure before accepting any waste container that it is not contaminated with biohazards.

14. If and when packaging hazardous or universal waste for the School of Medicine the primary Contractor will perform segregation and packaging operations that are designed by the **Contract Coordinator** 15. There is no dedicated site for packaging hazardous or universal waste containers at the Palmetto Richland Memorial Hospital Campus. The best available sites for packaging at this facility **will be defined by the Contract Coordinator or School of Medicine Contact prior to the pick-up event.**

15. If and when necessary, the contract coordinator reserves the right to ship hazardous or universal material from any USC system related location and the primary Contractor must be willing to package associated hazardous waste at any USC related site.

17. USC reserves the right to add new waste generating facilities to this contract at anytime and will provide the primary Contractor with all necessary information such as location, contact individual and EPA identification number as soon as it becomes available.

#### **H. Sample And Pre-testing Protocols:**

1. The contract coordinators of the USC system have identified all the hazardous waste materials generated by the USC system based only upon their knowledge of the waste. If any pre-testing or profiling is required, USC reserves the right to have the tests performed by an EPA approved facility.

2. If the primary Contractor requires any testing from USC for proper disposal the primary Contractor must request samples for testing and make arrangements with the Contract Coordinator to collect samples for the site.

#### **I. Waste Lab-packing**

1. The primary Contractor must have the capability to lab-pack in accordance with all applicable federal, state, and local regulations a large number of hazardous or universal waste materials generated by the USC system. Some of the items to be lab-packed are essentially unused "surplus" laboratory chemicals in their manufacturer's original containers rather than "waste". All materials to be lab-packed will belong to any one of the following categories:

##### **Flammable Liquids**

Ethanol  
Methanol  
Ethers  
Aliphatic & Aromatic  
Hydrocarbons

##### **Flammable Solids**

Sodium Metal  
Potassium Metal  
Phosphorus Red  
Activated Charcoal

##### **Oxidizers**

Potassium Dichromate  
Sodium Hypochlorite  
Hydrogen Peroxide  
Osmium Tetroxide

##### **Explosives**

Picric Acid  
Polynitro Aromatic-  
Compounds

##### **Corrosives**

Inorganic Acids  
Organic Acids  
Bases, Chromic Acid

##### **Sulfides & Cyanides**

Sodium Sulfide  
Sodium Cyanide  
Organic Sulfides

##### **Mercury & Mercury Containing Compounds**

Broken thermometers &  
Manometers  
Mercury Salts  
Mercury Spill Clean-up Residues

##### **Poisons**

Phenols  
Thallium Salts  
Arsenic Compounds  
Biphenyl

##### **PCB Contaminated Products**

Diversified # of  
products containing  
Polychlorinated Organo-  
mercuric Compounds

**Compressed Gas Cylinders**

Aerosol Cans  
 Lecture Bottles  
 Large size gas cylinders

**Other Regulated & Non-regulated Materials**

Used & unused photographic developers, fixers, & toners.  
 Used batteries containing heavy metals  
 Transformers & capacitors with or without PCBs  
 Spray paint cans

**Processed X-Ray Films**

Controlled (DEA) Substances (these are case by case and will be communicated with The Contractor prior to removal)

**Universal Waste**

Fluorescent Bulbs  
 Ballasts  
 Batteries  
 Pesticides

2. All lab packing activities will be done in accordance with DOT requirements.
3. Materials to be lab-packed will range in an amount from less than a gram to several kilograms and may be present in assorted containers like vials, glass bottles, plastic bags, cardboard boxes, 5 gallon buckets & polyethylene carboys.
4. The USC system prohibits mixing regulated hazardous wastes with any non-regulated wastes during lab-packing, except when there is a financial and environmental benefit in doing so. All non-regulated wastes from USC must be packed separately, and best management practices must be used to reduce environmental impact.

**J. Invoices and Payment:**

1. The primary Contractor shall submit invoices upon completion of each pickup to the contract coordinator.
2. All invoices from the primary Contractor must include the manifest number, the USC purchase order number, disposal certification, and a signed copy of the Uniform Hazardous Waste Manifest pertaining to that pick-up.
3. All invoices from the primary Contractor will be reviewed by the contract coordinator and then authorized for payment.
4. Under no circumstances will the contract coordinator authorize payment for an invoice before receiving the completed, signed Uniform Hazardous Waste Manifest and Certificate of Disposal by the disposal facility from the primary Contractor.

**K. Price Schedule:** All contract prices must include transportation and driver cost, expected equipment, machinery, personal protective equipment, containers, drums (including over-pack drums when necessary), packing material absorbent material, labels, markers, placards, loading equipment and any other materials and facilities needed to perform this service properly.

**L. USC System Information:**

USC System Location	EPA ID Number	Local Contact	Telephone Number
Columbia	SCD 041 387 846	Wesley Seigler	803-777-1935
School of Medicine	SCD 987 597 200	Wesley Seigler	803-777-1935
Beaufort	SCD 982 166 522	William Winn	843-208-8914
Aiken	SCD 982 166 589	Len Engle	803-648-3420
Spartanburg	SCD 982 167 116	Mike Bruce	803-503-5905

Sumter	SCD 982 155 152	Beth McLeod	803-775-8727
Union	SCD 982 167 058	Tony Gregory	864-441-2108
Salkehatchie	SCD 982 166 464	Brenda Hightower	803-584-3446
Lancaster	SCD 982 141 657	Bob Bundy	803-313-7453
Baruch Marine Lab	SCD 982 165 656	Paul Kenny	(803) 546-6219

<b>Waste Profile Number:</b> USC - 100
<b>Waste Identification</b>
1) Waste Name: Formalin Solution
2) Process Producing Waste: Laboratory Research
3) Waste Codes: D002
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Formalin
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>2</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 <u>X</u> 55 ___ Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 101
<b>Waste Identification</b>
1) Waste Name: Varsol and Paint related products
2) Process Producing Waste:
3) Waste Codes:D001,
<b>Waste Characteristics</b>
1) Physical State: solid___ liquid___ gas___ Describe:_____
2) Flashpoint: <100 °F <u>X</u> <140 °F ___ >140 °F ___
<b>Chemical Constituents</b>
Petroleum distillate products
Paint solvents
<b>Waste Volume</b>
1) Anticipated Waste Volume: ___ liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 102
<b>Waste Identification</b>
1) Waste Name: Non regulated solid waste
2) Process Producing Waste: Laboratory research
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Silica gel
Paper towels
Filter paper
Miscellaneous solid non-hazardous laboratory waste
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input type="checkbox"/> Cu. Yd <input checked="" type="checkbox"/> Per year <input type="checkbox"/> qtr. <input type="checkbox"/> month <input checked="" type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <input checked="" type="checkbox"/>
3) Container Specification: Open Head Drum <input type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input checked="" type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input checked="" type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 103
<b>Waste Identification</b>
1) Waste Name: Silver Nitrate
2) Process Producing Waste: Laboratory research
3) Waste Codes: D001, D011
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Silver Nitrate
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <u>X</u> Drum ___ Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 <u>X</u> 10 ___ 20 ___ 30 ___ 55 ___ Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
5) Container Type: Metal Drum <u>X</u> Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box <u>X</u> Cylinder ___



<b>Waste Profile Number:</b> USC 104
<b>Waste Identification</b>
1) Waste Name: Non-PCB Transformer Oil
2) Process Producing Waste: Transformer maintenance
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>8</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC 105
<b>Waste Identification</b>
1) Waste Name: Potassium Permanganate
2) Process Producing Waste: Laboratory research
3) Waste Codes: D001
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Potassium Permanganate
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <u>X</u> Drum ___ Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 <u>X</u> 10 ___ 20 ___ 30 ___ 55 ___ Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
6) Container Type: Metal Drum <u>X</u> Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 106
<b>Waste Identification</b>
1) Waste Name: PCB contaminated Transformer Oil <50 ppm
2) Process Producing Waste: Transformer Maintenance
3) Waste Codes:None
<b>Waste Characteristics</b>
1) Physical State: solid___ liquid_ <u>X</u> gas___ Describe:_____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Mineral Oil
Silicone Oil
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>2</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 107
<b>Waste Identification</b>
1) Waste Name: PCB Transformer Oil > 50 ppm
2) Process Producing Waste: Transformer Maintenance
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Mineral Oil
Silicone Oil
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>2</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 108	
<b>Waste Identification</b>	
1) Waste Name: Corrosive materials in bulk containers	
2) Process Producing Waste: Laboratory Research	
3) Waste Codes: D002, D001	
<b>Waste Characteristics</b>	
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____	
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>	
<b>Chemical Constituents</b>	
Sulfuric Acid	Potassium Hydroxide
Hydrochloric Acid	Water
Acetic Acid	
Phosphoric Acid	
Nitric Acid	
Hydrofluoric Acid	
Boric Acid	
Formic Acid	
Sodium Hydroxide	
<b>Waste Volume</b>	
1) Anticipated Waste Volume: <u>2</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. ___ month <u>X</u> week ___	
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___	
3) Container Specification:	
Open Head Drum	<u>X</u> Closed Head Drum ___ Box ___
Bag	___ Pallet ___ Lever Lock ___
4) Container Type:	
Metal Drum	___ Poly Drum <u>X</u> Poly Lined Metal ___
Fiber Drum	___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 109
<b>Waste Identification</b>
1) Waste Name: Hydroxides with water
2) Process Producing Waste: Laboratory Research
3) Waste Codes: D002
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Sodium Hydroxide
Potassium Hydroxide
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>1</u> Cu. Yd ___ Per year ___ qtr. ___ month <u>X</u> week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 110	
<b>Waste Identification</b>	
1) Waste Name: Waste Solvent	
2) Process Producing Waste: Laboratory Research	
3) Waste Codes: D001, F003, F002, F005, D022, D018, D035	
<b>Waste Characteristics</b>	
1) Physical State: solid ___ liquid ___ gas ___ Describe: _____	
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F ___	
<b>Chemical Constituents</b>	
Methanol	Tetrahydrofuran
Acetone	Dimethylsulfoxide
Acetonitrile	Dimethylformamide
Chloroform	Ethanol
Ethyl Acetate	Other alcohols
Hexane	Benzene compounds
Isopropanol	Methyl Ethyl Ketone
Methylene Chloride	Water
Toluene	
<b>Waste Volume</b>	
1) Anticipated Waste Volume: ___1___ liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. ___ month <u>X</u> week ___	
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___	
3) Container Specification:	
Open Head Drum	<u>X</u> Closed Head Drum ___ Box ___
Bag	___ Pallet ___ Lever Lock ___
4) Container Type:	
Metal Drum	<u>X</u> Poly Drum ___ <u>X</u> Poly Lined Metal ___
Fiber Drum	___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 111
<b>Waste Identification</b>
1) Waste Name: Sodium Nitrate
2) Process Producing Waste: Laboratory Research
3) Waste Codes: D001,
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Sodium Nitrate
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input checked="" type="checkbox"/> Drum <input type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <input checked="" type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input checked="" type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input type="checkbox"/> Poly Drum <input checked="" type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>



<b>Waste Profile Number:</b> USC - 112
<b>Waste Identification</b>
1) Waste Name: Non-regulated, non-infectious sharps and debris
2) Process Producing Waste: Laboratory Research
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Non-medical needles
Glass
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <input checked="" type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input checked="" type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 113
<b>Waste Identification</b>
1) Waste Name: Solvent Rags
2) Process Producing Waste: Painting and printing operations
3) Waste Codes: D001, D018, F003, F005
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid ___ gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F ___
<b>Chemical Constituents</b>
Paint Thinner
Benzene
Methyl Ethyl Ketone
Linseed oil
Acetone
Mineral Spirits
Rags
Paper products
Debris
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum ___ Cu. Yd <u>X</u> Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 ___ Cu. Yd <u>X</u>
3) Container Specification: Open Head Drum ___ Closed Head Drum ___ Box <u>X</u> Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box <u>X</u> Cylinder ___

<b>Waste Profile Number:</b> USC - 114
<b>Waste Identification</b>
1) Waste Name: Photo Fixer
2) Process Producing Waste: Photo development
3) Waste Codes:D002, D011
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Silver
Acetic Acid
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 115
<b>Waste Identification</b>
1) Waste Name: Sulfuric Acid in Bulk Containers
2) Process Producing Waste: Laboratory Research
3) Waste Codes: D002
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Sulfuric Acid
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>X</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 116
<b>Waste Identification</b>
1) Waste Name: Hydrochloric / Muriatic Acid in bulk containers
2) Process Producing Waste: Laboratory and maintenance activities
3) Waste Codes: D002
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Hydrochloric Acid
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. ___ month <u>X</u> week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 117
<b>Waste Identification</b>
1) Waste Name: Broken Mercury containing lamps
2) Process Producing Waste: Maintenance Activities
3) Waste Codes: D009
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Broken lamps
Mercury
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input checked="" type="checkbox"/> qtr. <input type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 118
<b>Waste Identification</b>
1) Waste Name: Latex Paint
2) Process Producing Waste: Painting Activities
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Latex Paint
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. ___ month <u>X</u> week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 119
<b>Waste Identification</b>
1) Waste Name: Oil Based Paint
2) Process Producing Waste: Painting Activities
3) Waste Codes: D001
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F <u>X</u> >140 °F ___
<b>Chemical Constituents</b>
Oil Based Paint
Paint Thinner
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___



<b>Waste Profile Number:</b> USC - 120
<b>Waste Identification</b>
1) Waste Name: Diesel Fuel
2) Process Producing Waste: maintenance Activities
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u> ___
<b>Chemical Constituents</b>
Diesel Fuel
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 121
<b>Waste Identification</b>
1) Waste Name: Kerosene
2) Process Producing Waste: maintenance Activities
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Kerosene
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 122
<b>Waste Identification</b>
1) Waste Name: Mercury
2) Process Producing Waste: Laboratory research and maintenance activities
3) Waste Codes: D009
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Mercury
Glass
Thermometers
Manometers
Miscellaneous mercury containing debris
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <u>1</u> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <u>1</u> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input checked="" type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <u>1</u> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input type="checkbox"/> Poly Drum <u>1</u> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 123
<b>Waste Identification</b>
1) Waste Name: Used Oil
2) Process Producing Waste: Maintenance Activities
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Mineral Oil
Pump Oil
Refrigerant Oil
Motor Oil
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum ___ Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 124
<b>Waste Identification</b>
1) Waste Name: Empty Containers
2) Process Producing Waste: Miscellaneous
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Miscellaneous empty containers
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <input type="checkbox"/> month <input checked="" type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/> 20 <input checked="" type="checkbox"/> 30 <input checked="" type="checkbox"/> 55 <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 125
<b>Waste Identification</b>
1) Waste Name: Hydroquinone
2) Process Producing Waste: Printing Processes
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input checked="" type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Hydroquinone in ink
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>  1  </u> liter <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <input checked="" type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 126
<b>Waste Identification</b>
1) Waste Name: Acetonitrile / Trifluoroacetic acid
2) Process Producing Waste: Laboratory Research
3) Waste Codes: D001, D002, F003
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F <u>X</u> >140 °F ___
<b>Chemical Constituents</b>
Acetonitrile
Methanol
Trifluoroacetic Acid
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 127
<b>Waste Identification</b>
1) Waste Name: Ethidium Bromide
2) Process Producing Waste: Laboratory Research
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Ethidium Bromide
Water
Buffer
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>2</u> liter ___ Drum <u>1</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___



<b>Waste Profile Number:</b> USC - 128
<b>Waste Identification</b>
1) Waste Name: Ethidium Bromide contaminated gels
2) Process Producing Waste: Laboratory Research
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input checked="" type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Ethidium Bromide
Water
Buffer
Gel media
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input checked="" type="checkbox"/> qtr. <input type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 129
<b>Waste Identification</b>
1) Waste Name: Ethylene Glycol
2) Process Producing Waste: Maintenance Activities
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Ethylene Glycol
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum ___ Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC -130
<b>Waste Identification</b>
1) Waste Name: Nitrocellulose gels in water
2) Process Producing Waste: Film preservation
3) Waste Codes: D001
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input checked="" type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input type="checkbox"/>
<b>Chemical Constituents</b>
Nitrocellulose film
Gloves
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <input type="checkbox"/> month <input checked="" type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input checked="" type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input type="checkbox"/> Poly Drum <input type="checkbox"/> <input checked="" type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 131
<b>Waste Identification</b>
1) Waste Name: Spill cleanup materials
2) Process Producing Waste: Maintenance Activities, Laboratory Research
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Oil
Diesel
Kerosene
Vermiculite
Absorbent Pads
Gloves
Miscellaneous spill debris
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input checked="" type="checkbox"/> qtr. <input type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 132
<b>Waste Identification</b>
1) Waste Name: Aerosol Cans
2) Process Producing Waste: Miscellaneous activities
3) Waste Codes: D001, D007, F003, U075, U226
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid ___ gas <u>X</u> Describe: _____
2) Flashpoint: <100 °F <u>X</u> <140 °F ___ >140 °F ___
<b>Chemical Constituents</b>
Aerosol cans containing paint, acrylics, adhesives, chlorofluorocarbons, pesticides, cleaners and other materials.
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 ___ 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum ___ <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC – 133
<b>Waste Identification</b>
1) Waste Name: Empty Drums
2) Process Producing Waste: Waste management activities
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid ___ gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F ___
<b>Chemical Constituents</b>
Empty Drums
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>10</u> liter ___ Drum ___ Cu. Yd ___ Per year <u>X</u> qtr. ___ month ___ week ___
2) Anticipated Container Size: 5 <u>X</u> 10 <u>X</u> 20 <u>X</u> 30 <u>X</u> 55 <u>X</u> Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum <u>X</u> Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum <u>X</u> Poly Lined Metal <u>X</u> Fiber Drum <u>X</u> Fiber Box <u>X</u> Cylinder ___

<b>Waste Profile Number:</b> USC -134
<b>Waste Identification</b>
1) Waste Name: Solid paint waste containing lead
2) Process Producing Waste: Lead remediation
3) Waste Codes: D008
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Paint debris
Lead
Miscellaneous debris
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>2</u> liter <input type="checkbox"/> Drum <u>2</u> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <input checked="" type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 135
<b>Waste Identification</b>
1) Waste Name: Leaking Batteries
2) Process Producing Waste: Miscellaneous
3) Waste Codes: D002
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Leaking batteries
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter ___ Drum <u>X</u> Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 ___ 10 ___ 20 ___ 30 <u>X</u> 55 ___ Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum ___ Poly Drum <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___



<b>Waste Profile Number:</b> USC - 136
<b>Waste Identification</b>
1) Waste Name: Mercury spill cleanup debris
2) Process Producing Waste: Consolidation of spill cleanup debris
3) Waste Codes: D009
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input type="checkbox"/> C <input type="checkbox"/>
<b>Chemical Constituents</b>
Mercury
Mercury compounds
Vermiculite
Gloves
Absorbent materials
Miscellaneous debris
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input type="checkbox"/> qtr. <input checked="" type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 137
<b>Waste Identification</b>
1) Waste Name: non-RCRA loose pack medicines
2) Process Producing Waste: Miscellaneous laboratory waste
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input checked="" type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
non-RCRA loose pack medicines
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input checked="" type="checkbox"/> qtr. <input type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input checked="" type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type: Metal Drum <input type="checkbox"/> Poly Drum <input checked="" type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 138	
<b>Waste Identification</b>	
1) Waste Name: Consolidated non-regulated solids	
2) Process Producing Waste: Miscellaneous activities	
3) Waste Codes: None	
<b>Waste Characteristics</b>	
1) Physical State: solid <u>X</u> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____	
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <u>X</u>	
<b>Chemical Constituents</b>	
Silica gel	weigh boats
Filter paper	desiccant
Gloves	
Sand	
Magnesium sulfate	
Calcium sulfate	
Sodium bicarbonate	
Plastic pipettes	
Paper towels	
<b>Waste Volume</b>	
1) Anticipated Waste Volume: <u>1</u> liter <input type="checkbox"/> Drum <input type="checkbox"/> Cu. Yd <u>X</u> Per year <input type="checkbox"/> qtr. <input type="checkbox"/> month <u>X</u> week <input type="checkbox"/>	
2) Anticipated Container Size: 5 <input type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <u>X</u>	
3) Container Specification:	
Open Head Drum <input type="checkbox"/>	Closed Head Drum <input type="checkbox"/> Box <u>X</u>
Bag <input type="checkbox"/>	Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
4) Container Type:	
Metal Drum <input type="checkbox"/>	Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/>
Fiber Drum <input type="checkbox"/>	Fiber Box <input type="checkbox"/> <u>X</u> Cylinder <input type="checkbox"/>

<b>Waste Profile Number:</b> USC - 139
<b>Waste Identification</b>
1) Waste Name: Non-hazardous, Non-NRC regulated scintillation vials
2) Process Producing Waste: Laboratory Research
3) Waste Codes: None
<b>Waste Characteristics</b>
1) Physical State: solid ___ liquid <u>X</u> gas ___ Describe: _____
2) Flashpoint: <100 °F ___ <140 °F ___ >140 °F <u>X</u>
<b>Chemical Constituents</b>
Scintillation Fluid
Glass vials
Water
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <u>X</u> Drum ___ Cu. Yd ___ Per year ___ qtr. <u>X</u> month ___ week ___
2) Anticipated Container Size: 5 <u>X</u> 10 ___ 20 ___ 30 ___ 55 ___ Cu. Yd ___
3) Container Specification: Open Head Drum <u>X</u> Closed Head Drum ___ Box ___ Bag ___ Pallet ___ Lever Lock ___
4) Container Type: Metal Drum <u>X</u> Poly Drum ___ <u>X</u> Poly Lined Metal ___ Fiber Drum ___ Fiber Box ___ Cylinder ___

<b>Waste Profile Number:</b> USC - 140
<b>Waste Identification</b>
1) Waste Name: Dioxin
2) Process Producing Waste: Laboratory Research
3) Waste Codes: F027
<b>Waste Characteristics</b>
1) Physical State: solid <input checked="" type="checkbox"/> liquid <input type="checkbox"/> gas <input type="checkbox"/> Describe: _____
2) Flashpoint: <100 °F <input type="checkbox"/> <140 °F <input type="checkbox"/> >140 °F <input checked="" type="checkbox"/>
<b>Chemical Constituents</b>
Dioxin
Water
Media waste
<b>Waste Volume</b>
1) Anticipated Waste Volume: <u>1</u> liter <input checked="" type="checkbox"/> Drum <input type="checkbox"/> Cu. Yd <input type="checkbox"/> Per year <input checked="" type="checkbox"/> qtr. <input type="checkbox"/> month <input type="checkbox"/> week <input type="checkbox"/>
2) Anticipated Container Size: 5 <input checked="" type="checkbox"/> 10 <input type="checkbox"/> 20 <input type="checkbox"/> 30 <input type="checkbox"/> 55 <input type="checkbox"/> Cu. Yd <input type="checkbox"/>
3) Container Specification: Open Head Drum <input checked="" type="checkbox"/> Closed Head Drum <input type="checkbox"/> Box <input type="checkbox"/> Bag <input type="checkbox"/> Pallet <input type="checkbox"/> Lever Lock <input type="checkbox"/>
5) Container Type: Metal Drum <input checked="" type="checkbox"/> Poly Drum <input type="checkbox"/> Poly Lined Metal <input type="checkbox"/> Fiber Drum <input type="checkbox"/> Fiber Box <input type="checkbox"/> Cylinder <input type="checkbox"/>

#### IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JANUARY 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

**Offerors shall submit all information and documents required here or elsewhere in this solicitation, Offeror is to restate each item and provide their response to that item immediately thereafter.**

#### **PROPOSAL CONTENTS**

**To be considered for award, all proposals should include, as a minimum, the following information. All information should be presented in the order listed. Offerors should restate each item below and provide their response to that item immediately thereafter.**

1. **Offeror's Experience and Qualifications** – Offeror should describe its experience and qualifications relative to providing hazardous and universal waste transportation and disposal services and provide minimum of three (3) references and indication of successful project management and implementation of hazardous and universal waste transportation and disposal with projects and institutions of similar size and scope to the University.
2. **Offeror's Methodology** – Offeror should describe in detail the methodology of its proposed system and its capabilities to meet mandatory regulatory transport/disposal requirements for hazardous and universal waste.
3. **Offeror's Cost** – Offeror should state its total cost for performing proposed hazardous and universal waste transportation and disposal services for the maximum contract term in accordance with terms, conditions, and specifications of the solicitation and provide a detailed explanation of its cost. Offeror shall provide pricing for each of the waste streams listed in Section III. Scope of Work / Specifications of the solicitation and each of the anticipated container sizes for each waste stream listed. Offeror shall provide pricing for each of the Lab Packs listed in Subsection I. Waste Lab-Packing of Section III. Scope of Work / Specifications of the solicitation.

#### MINORITY PARTICIPATION (JAN 2006)

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?  Yes  NO

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?  Yes  NO

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.)

## **V. Qualifications**

**QUALIFICATION OF OFFEROR (JAN 2006)** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

**SUBCONTRACTOR – IDENTIFICATION (January, 2006):** If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and the point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

## **VI. Award Criteria**

**AWARD CRITERIA – PROPOSALS (JAN 2006):** Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

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

- Offeror's Experience and Qualifications**
- Offeror's Methodology**
- Offeror's Cost**

**NEGOTIATIONS (JANUARY 2006):** The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second,

and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

## **VII. Terms and Conditions - A. General**

**ASSIGNMENT (JANUARY 2006):** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**BANKRUPTCY (JANUARY 2006):** (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 five (5) 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.

**CHOICE-OF-LAW (JANUARY 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.

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006):** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JANUARY 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.

**DISPUTES (JANUARY 2006)wq:** (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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY (JANUARY 2006).** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JANUARY 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JANUARY 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.

**NON-INDEMNIFICATION (JANUARY 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**NOTICE (JANUARY 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.

**PAYMENT & INTEREST (MAY 2011):** (a) Unless otherwise provided in this Solicitation, 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 check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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. (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. § 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.

**PUBLICITY (JANUARY 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.

**PURCHASE ORDERS (JANUARY 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.

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

**SURVIVAL OF OBLIGATIONS (JANUARY 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.

**TAXES (JANUARY 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.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 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.

**THIRD PARTY BENEFICIARY (JANUARY 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.

**WAIVER (JANUARY 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.

## VII. Terms and Conditions - B. Special

**HIPAA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

**PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT -** The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. In addition, the University of South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

### 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.

**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.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

**Insurance Requirement: The successful offeror must provide a copy of its Liability Insurance certificate within ten (10) days upon the posting of the intent to award statement or statement of award and on each anniversary date thereafter attesting to such insurance coverage.**

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.

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.

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

**ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JAN 2006):** The state may bid separately any unusual requirements or large quantities of supplies covered by this contract.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

#### **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.

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.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 11-35-1830, - 2210, & - 2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the 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. § 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 § 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.

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.

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 **three years** from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW: At the end of the initial term, the University will closely examine the contractor's performance to determine whether to issue additional one year renewals of the contract. In the event that the University elects not to renew the contract, it will notify the contractor at least thirty (30) days prior to the date of renewal. The maximum contract term is seven years.

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, 25

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.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR:** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least one hundred and eighty (180) days prior to the expiration of the then current term.

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**PLEASE REFER TO OFFEROR'S COST ITEM OF THE PROPOSAL CONTENTS CLAUSE IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT OF THE SOLICITATION.**

## **IX. ATTACHMENTS TO SOLICITATION**

- A. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- B. STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE FORM I-312**
- C. OFFEROR'S CHECKLIST**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 5/7/04)  
3323

**The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:**

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. Hiring or Contracting with: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_
- Receiving Rentals or Royalties From: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_
- Beneficiary of Trusts and Estates: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with

**(check the appropriate box):**

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

\_\_\_\_\_  
Date

If Corporate officer state title:

\_\_\_\_\_  
(Name - Please Print)

**Mail to:** The company or individual you are contracting with.

# 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 PRE-BID/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.