Exhibit A

From: Cameron Calder
To: Protest-MMO
Cc: Paul Craig; Glen Calder; Royal Davis
Subject: [External] Notice of Intent to Protest and Request for Review Regarding Apparent Pricing Inconsistency – Solicitation 5400029348
Date: Friday, May 15, 2026 5:38:15 PM
Attachments: Attachment 1 - Intent to Award.pdf
Attachment 2 - Bid Tabulation Comparison Summary.pdf
Attachment 3 - Pricing Relationship Analysis.pdf
Importance: High

May 15, 2026
Via Email: protest-mmo@mmo.sc.gov
Chief Procurement Officer
Materials Management Office
1333 Main Street, Suite 700
Columbia, SC 29201
RE: Notice of Intent to Protest and Request for Review Regarding Apparent Pricing Inconsistency
Solicitation No. 5400029348
Asphalt Distributor – Truck Mounted
SCDOT Procurement Office
Chief Procurement Officer,
Please accept this email and the attached documents as Calder Brothers Corporation's formal Notice of Intent to Protest and Request for Review Regarding an Apparent Pricing Inconsistency pursuant to S.C. Code Ann. §11-35-4210 in connection with the Intent to Award issued May 14, 2026 for Solicitation No. 5400029348, Asphalt Distributor – Truck Mounted.
Calder Brothers Corporation is an actual bidder and an aggrieved interested party whose competitive position was materially affected by the apparent pricing structure reflected in the award tabulation. Calder Brothers Corporation is a South Carolina corporation and OEM manufacturer of Mauldin asphalt paving equipment with products manufactured within the State of South Carolina.
Attached for reference are the following documents:

1. Intent to Award issued by the State of South Carolina / SCDOT Procurement Office
2. Bid Tabulation Comparison Summary
3. Pricing Relationship Analysis

As reflected in the attached exhibits, the pricing submitted by the apparent awardee appears internally inconsistent with respect to the relationship between:

- Item 00002 – Asphalt Distributor Equipment Only
- Item 00003 – Cab Chassis Only
- Item 00004 – Distributor Platform (Complete Unit)

Specifically, the submitted pricing reflects a complete truck-mounted distributor unit priced substantially below the combined pricing of the separately listed chassis and distributor equipment components. In addition, the implied distributor equipment value derived from the submitted complete unit pricing appears commercially inconsistent with the separately submitted distributor-only pricing.

Calder Brothers Corporation further notes that the pricing relationships reflected in the submissions from both Calder Brothers Corporation/Mauldin and Ascendum/Rosco appear commercially consistent with one another with respect to the relationship between chassis pricing, distributor-only pricing, and complete unit pricing. By contrast, the pricing structure reflected in the Blanchard Machinery/Etnyre submission appears to be a substantial outlier within the procurement and materially inconsistent with the pricing relationships reflected by the other bidders.

Calder Brothers Corporation respectfully believes these discrepancies raise substantial concerns regarding:

- pricing accuracy,
- the existence of a potential material pricing error,
- responsiveness of the apparent low bid,
- and whether the solicitation was properly evaluated.

This issue materially affected the procurement outcome. Absent the pricing anomaly associated with Item 00004, Calder Brothers Corporation would have been the apparent low bidder for the complete unit category.

Accordingly, Calder Brothers Corporation respectfully requests that the State suspend final award action associated with Item 00004 pending review of the apparent pricing inconsistency and take such corrective action as may be appropriate following that review, including clarification of pricing, reevaluation of bids, rejection of nonresponsive pricing, or other remedies deemed appropriate under the Procurement Code.

Calder Brothers Corporation may supplement this protest with additional information or supporting materials as permitted within the applicable statutory protest period.

Respectfully submitted,

Cameron Calder / V.P. Sales, Product & Marketing
Calder Brothers Corporation
(864) 915-2477 cell cCalder@CalderBrothers.com

Attachment 2

Bid Tabulation Comparison Summary

Solicitation No. 5400029348

Asphalt Distributor – Truck Mounted

Bid Item	Description	Calder Brothers Corp / Mauldin	Blanchard Machinery / Etnyre	Ascendum / Rosco
00004	Complete Unit	$282,700	$204,375	$329,162
00003	Chassis Only	$135,332	$181,098	$130,900
00002	Distributor Equipment Only	$150,500	$211,031	$198,262
00001	Optional Camera System	$2,500	$1,645	$2,408

Observations

- Blanchard Machinery's pricing for Item 00004 ("Complete Unit") is substantially lower than the combined pricing of:
  - Item 00002 ("Distributor Equipment Only"), and
  - Item 00003 ("Chassis Only").
- The relationship between the submitted pricing categories appears internally inconsistent when compared to the pricing structure submitted by the other bidders.
- Calder Brothers Corporation respectfully submits that the pricing structure reflected in the apparent award raises substantial concerns regarding pricing accuracy, responsiveness, and proper evaluation of the solicitation.

Prepared by:
Calder Brothers Corporation
Mauldin Paving Products

Attachment 3

Pricing Relationship Analysis

Solicitation No. 5400029348

Apparent Pricing Inconsistency Review

Blanchard Machinery / Etnyre Submitted Pricing

Item	Description	Submitted Price
00002	Distributor Equipment Only	$211,031
00003	Cab Chassis Only	$181,098
00004	Distributor Platform (Complete Unit)	$204,375

Mathematical Comparison

Combined Individual Component Pricing

Distributor Equipment Only
$211,031

PLUS

Cab Chassis Only
$181,098

EQUALS

Combined Component Value
= $392,129

Submitted Complete Unit Pricing

Complete Unit (Item 00004)
= $204,375

Difference Analysis

Combined Individual Components
$392,129

MINUS

Complete Unit Pricing
$204,375

EQUALS

Difference
= $187,754

Implied Distributor Equipment Value Within Complete Unit

Complete Unit Pricing
$204,375

MINUS

Chassis Only Pricing
$181,098

EQUALS

Implied Distributor Equipment Value
= $23,277

Concern Presented

The submitted pricing structure appears commercially inconsistent because:

- the complete truck-mounted distributor unit is priced substantially below the separately listed component pricing; and
- the implied distributor equipment value within the complete unit pricing appears materially inconsistent with the separately submitted distributor-only pricing.

Calder Brothers Corporation respectfully submits that this apparent inconsistency warrants review of:

- pricing accuracy,
- responsiveness,
- intended bid structure,
- and evaluation methodology prior to final award.

Prepared by:
Calder Brothers Corporation
Mauldin Paving Products

Exhibit B

	State of South Carolina Invitation For Bid	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400029348 03/17/2026 Laura Bagwell 803-737-1013 bagwelllb@scdot.gov SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191

DESCRIPTION: **Asphalt Distributor – Truck Mounted**

USING GOVERNMENTAL UNIT: **DEPARTMENT OF TRANSPORTATION**

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

SUBMIT OFFER BY (Opening Date/Time): **04/16/2026 @ 2:30 P.M** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/01/2026 @ 12:00 P.M.** (See "Questions From Offerors" provision)

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

CONFERENCE TYPE: **Not Applicable** DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Not Applicable**

AWARD & AMENDMENTS	Award will be posted on **05/04/2026**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_______________________________

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

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) ____ Area Code - Number - Extension Facsimile ____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

End of PAGE TWO

UPDATED BID OPENING PROCEDURES

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

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

Dial: 1-833-523-3710

Access Code/Conference ID: 657738

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:	**Physical Address**:
SCDOT Procurement Office P.O. Box 191 – Room 101 Columbia, S.C. 29202-0191	SCDOT Procurement Office 955 Park Street – Room 101 Columbia, S.C. 29201-3976

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

PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: "THIS IS NOT AN OFFER", YOU WILL BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

See online bidding instruction in section II B herein.

Table of Contents

I. SCOPE OF SOLICITATION

The South Carolina Department of Transportation (SCDOT) is soliciting for truck mounted asphalt distributors and truck cab-chassis. The equipment must meet all requirements and specifications set forth in Section III of this document.

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 05/14/2026 End date: 05/13/2031. The initial term of the contract will be for one (1) year, with the possibility of four (4) one-year renewals, for a total potential contract period of five (5) years. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (MAR 2024)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

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

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)
(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.
(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.
(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

MULTIPLE OFFERS (MAR 2024)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PRICING (MAR 2024)

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

PROTESTS (MAY 2024)

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

Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to SCDOTFOIAInfo@scdot.org and the Procurement Officer listed on the cover page of this solicitation. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

(b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS (MAR 2024)

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

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

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

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

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

VENDOR REGISTRATION MANDATORY (MAY 2024)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DESCRIPTIVE LITERATURE -- REQUIRED (JAN 2006)

Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

MAIL PICKUP (MODIFIED)

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

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."
(b) Steps for On-Line Bidding
1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
2. Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3. Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.
4. Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
[02-2B105-2]

PROTEST - CPO - MMO ADDRESS (MAR 2024)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to: protest-mmo@mmo.state.sc.us, or
(b) by post or delivery to: 1333 Main Street, Suite 700, Columbia, SC 29201.
[02-2B122-2]

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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

SECRETARY APPROVAL REQUIRED

Any award is subject to prior approval by the Secretary of Transportation and the Deputy Secretaries.

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

1. **DESCRIPTION**

The asphalt distributor must be a truck-mounted type with a minimum 3,000 gallon tank capacity, heating system, circulating system, pumping system, and a metered distributing system. The distributor must be suitable for production paving and chip seal highway maintenance operations, designed and configured to apply emulsion at a controlled tack rate of 0.05 to 0.08 gallons per square yard and a controlled prime rate of 0.25 to 0.55 gallons per square yard. The primary products to be used are asphaltic emulsions, type CRS2 and CRS2P.

2. **GENERAL**

Each unit must be new, and of the latest design of a model in current production or an update of an existing model. It must be furnished completely assembled, fully serviced, and ready for immediate operation. The asphalt distributor manufacturer shall mount his machine on the truck in accordance with the specifications and shall accept full responsibility and liability in transporting the complete unit to the SCDOT Equipment Depot, relieving the Department of any loss, liability, or claim whatsoever incurred during transit. The right is reserved to reject any and all bids proposing to furnish equipment, which, in the opinion of the Department's engineers and/or staff, is not satisfactory for the Department's use in the proposed application.

2.1. Each unit must be furnished with identical equipment, options and features.

2.2. Must meet current EPA environmental requirements.

2.3. Must meet South Carolina and Federal motor vehicle laws/requirements.

3. **TRUCK CAB-CHASSIS**

The truck cab-chassis must be furnished by the vendor including delivery to the distributor manufacturer.

3.1. **Transmission/Gearing:** Allison 3500RDS 6-speed automatic transmission and creep capability. Design must include a rear axle ratio that allows the unit to travel 2 to 3.5 MPH at 1200 rpm while distributing asphaltic emulsions.

3.2. **Diesel Engine:** Minimum horsepower of 285 with heavy duty air, oil and fuel filter/water separator, governor, muffler, exhaust system, and heavy-duty (maximum) cooling system. The alternator must be rated at not less than 160 amps.

3.3. **Fuel Tank:** Minimum 50 gallon capacity.

3.4. Truck must be sized with sufficient GVWR to support a fully loaded tank with all of its distributing implements. GVWR of the unit must not exceed the structural capability of the unit /unit components to include: frame, suspension, axles, wheels, and tires.

4. **TRUCK CAB-CHASSIS EQUIPMENT**

The truck cab-chassis must be complete with all standard equipment normally furnished. In addition, equipment must be furnished as follows:

4.1. Air-conditioning
4.2. AM/FM radio
4.3. Vinyl interior
4.4. Dual sun visors
4.5. Dual windshield wipers (2-speed), electric, with intermittent switch.
4.6. Heater-Defroster
4.7. Back-up alarm (107dB and permanently marked as such).

4.8. Two (2) West Coast mirrors, 7” x 16”, with auxiliary 5 1/4 “ convex mirrors mounted below or approved equal.
4.9. One step-type 50 gallon fuel tank
4.10. Air-horn(s)
4.11. Full air brakes, anti-lock system with automatic slack adjusters and moisture ejectors.
4.12. Parking brake must be provided.
4.13. Fender mounted turn signals, amber front, red rear, or integral mounted
4.14. Mud flaps, front and rear, color black.
4.15. Speedometer, tachometer, oil pressure gauge, ammeter, fuel gauge, water temperature gauge.
4.16. Batteries, heavy duty, mounted in enclosed battery box
4.17. Heavy duty full-width bumper
4.18. Entry assist handles (exterior), left and right
4.19. Transmission temperature gauge
4.20. Fenders over front and rear wheels, with rear fenders providing full 180 degree top coverage of wheels made of either steel or aluminum.
4.21. Color: Black

5. **MCO AND FORM 400**

A "Manufacturer's Certificate of Origin" and a completed, typed, South Carolina Department of Public Safety Form 400 must be furnished with each truck. The forms must be completed as follows:

S.C. Dept. of Transportation
P.O. Box 191
Columbia, South Carolina 29202

6. **SUPPLY TANK**

Supply tank must meet all current requirements of 49 CFR 107,171, and 173 which regulate the transport and storage of heated asphalt emulsions and liquid asphalts and must also have the following design characteristics.

6.1. The single compartment tank must have a minimum 3,000 gallon volumetric capacity.
6.2. Must be electrically welded.
6.3. Must be oval in shape and of sufficient horizontal length to provide a low overall height profile.
6.4. Tank must have at least two (2) surge plates with staggered openings and two end bulkheads.
6.5. Tank must be insulated with a minimum of two (2) inches using fiberglass or rock wool/mineral wool.
6.6. Tank must be covered with an aluminum jacket.
6.7. A three (3) inch (minimum) overflow pipe must be provided.
6.8. On the top of tank there must be:

6.8.1. One 20-inch (minimum) manhole with quick-opening cover and spill collar with strainer.
6.8.2. A 3” overflow must be provided that drains back into the tank
6.8.3. Access ladder with handrails capable of supporting 300lbs (secured in place) must be provided to allow access from the ground from the rear or side of the truck.
6.8.4. If the access ladder is located at the rear of the truck or not in proximity of the manhole, a 24”-wide safety-tread deck, walkway with collapsible safety rails must be provided, design must be capable of supporting 300lbs.

6.9. Marking and placarding must be for CRS2/CRS2P asphalt emulsions.
6.10. Pencil type thermometer in tank well
6.11. Mechanical dial thermometer display located within easy view of the operator.
6.12. A mechanical gauge (ball float type) (100-gallon increments).
6.13. Manual stick gauge (50-gallon increments).
6.14. Storage hooks for hand spray hose.

7. **FRAME**

The tank, pump platform, and spray bar system must be mounted on a sub-frame as an assembly, which in turn must be mounted on the truck frame.

8. **DISTRIBUTOR**

8.1. Maximum width of the distributor in transport configuration must not exceed 102 inches. Maximum height of any component must not exceed 13 ft 6 inches from the ground. Maximum overall length of the entire unit must not exceed 40 ft. Maximum operating weight of the truck loaded must not exceed the truck's GVWR.

8.2. **HEATING SYSTEM**

The supply tank must be provided with a heating system of adequate capacity consisting of two (2) diesel burners, each discharging into a separate flue system. One flue system must be located low in the tank to provide quick heating when a small quantity of material is in the tank. The other flue system must be located either parallel or at a slightly higher level, but the upper burner must not be located directly above the lower burner. The heating system must be rated at not less than 750,000 BTU per hour.

8.2.1. Burners must be mounted so that the flames are directed into the centers of the combustion chamber liners and so that they are easily accessible for adjustment and replacement.
8.2.2. Frame-mounted burner fuel tank(s) of not less than 25 gallons total capacity must be furnished, labeled "Diesel". Adequate valves for the control of the burners must be provided.
8.2.3. The heating system must have electronically controlled ignition, flame sensor and temperature limit.

8.3. **PUMP AND PIPING**

Unit must be provided with a positive displacement, rotary type asphalt pump having a minimum capacity of at least 400 gallons per minute. Pump to be located either under the bottom level of the tank or on the rear deck of the truck, in either location material will flow from suction to discharge, insuring complete drainage of tank. The design and arrangement of the pump, piping and valves must be such as to permit the following operations:

8.3.1. Draw material from an outside source into the supply tank
8.3.2. Draw material from supply tank and discharge to an outside receiver.
8.3.3. Circulate material within the supply tank and the spray bar(s).
8.3.4. Spray a constant metered amount of material, regardless of truck speed.
8.3.5. Pump material through a hand spray hose.
8.3.6. Return material in spray bar and hand spray to tank by pump suction.
8.3.7. Automatically go from circulate in spray bar to spray mode and return to circulate without pushing material over relief valve.
8.3.8. A re-circulated flushing system/line with a 25 gallon minimum holding tank must be provided. Flush fluid must be environmentally friendly.
8.3.9. All the leak-proof pump control valves and piping must be located at the rear end of the tank and must be securely attached and supported by frame.
8.3.10. Removable strainers must be provided in the intake line to the pump and in the manhole (full section) to prevent foreign matter from getting into the pump.
8.3.11. All asphalt piping, including gravity drain must be size 2 1/2 inches (minimum).

8.3.12. **Spray Bar**

Unit must be provided with sixteen (16) feet of full circulation, telescoping type spray bars. The complete set-up will consist nominally of two (2) 8ft sections that fold or telescopes in 4-inch intervals between 8ft and 16ft.

8.3.12.1. Sections to be designed with safety breakaway capability.
8.3.12.2. Electric-pneumatic on-off controls must be provided in 1' increments along with electric-hydraulic power lift, shift and wing folding with switches at both the front (in-truck cab) and at the rear of the truck.
8.3.12.3. Nozzles to be spaced at 4-inch centers on spray bar and each nozzle must have an individual quick-release flip lever type cut-off valve for each nozzle and be interconnected so that the flow of material through all nozzles may be cut off instantly and simultaneously by the operator.

8.3.12.4. Two sets of brass nozzles, one for application of light (low viscosity, .05 to .20 gallons per square yard) material and one for heavy (high viscosity, .20 to .55 gallons per square yard) material, must be furnished.
8.3.12.5. In addition, six (6) extra nozzles must be furnished for each size.
8.3.12.6. Manual latch/spray bar lock assembly must be provided to secure spray bar in raised position for transport.

8.4. **POWER**

Unit must be powered by a hydraulic system driven by power from the transmission power-take-off (PTO). Pump must be sized appropriately to support continuous operations and should be classified as a high-output type pump drive.

8.4.1. System must be sealed against contaminants and any necessary air vents must be filtered.
8.4.2. Cooling system must maintain hydraulic oil at satisfactory operating temperatures during continuous heavy-duty operations with the system capable of supporting fluid temperatures up to 200 degrees without damage to the unit.
8.4.3. Pressure-relief valve(s).
8.4.4. Hydraulic oil filter(s) with replaceable element(s).
8.4.5. Reservoir with visual oil level indicator or dipstick.
8.4.6. All hydraulic cylinders must be double acting type.

9. **CONTROLS**

9.1. Controls in cab for remote operation of all pump, valve, and spray bar functions, to include extension and retraction of spray bar sections.
9.2. If electric-air operated controls are used, they must be supplied from a chassis-mounted reservoir (w/check valve) that is separate from the truck chassis reservoir. This system must have its own oiling devices and electric cab controls.
9.3. Controls must be computerized to allow for an automatic application rate in gallons/square yard that is based off of vehicle ground speed in relation to pumping activity (GPM).

9.3.1. Application rate must be adjustable with multiple preset application rates allowed (saved in computer).
9.3.2. Must be reset and manual override capability.

9.4. Digital readout (in cab) of all settings to include:

9.4.1. Truck travel speed in feet/minute
9.4.2. Application rate in gallons/square yard
9.4.3. Pump rate in gallons/minute
9.4.4. Distance sprayed in feet
9.4.5. Volume sprayed in gallons
9.4.6. High hydraulic oil temperature warning light
9.4.7. Warnings that travel speed and/or application rate is beyond system capability
9.4.8. Low level tank warning light.

9.5. Radar type sensor or transmission-mounted pulse-pickup to measure ground speed.

10. **EQUIPMENT**

Unit must be furnished with all standard equipment. In addition, equipment must be furnished as follows:

10.1. Unit must meet all applicable OSHA requirements.
10.2. Unit must meet all applicable FMVSS requirements.
10.3. Unit must meet all applicable DOT requirements.
10.4. The unit must meet all applicable SAE requirements.
10.5. Wiring must incorporate drip loops to prevent water entry into connections.
10.6. A lockable water-tight metal toolbox (large) with side-opening hinged door, made of corrosion-resistant metal must be mounted on the unit. Flush type lock required.
10.7. All special tools required for the operation of this unit must be provided.

10.8. Two (2) each, three (3) inch flexible metal loading hoses with cam-lock quick-couplings, not less than 15 feet long, for connecting to supply tank loading inlet.
10.9. A hose trough must be provided for storage.
10.10. Heat-Jacketed Asphalt Pump required preventing the use of a hand torch.
10.11. Hand wand (small spray bar) with fifteen (15) feet of one (1) inch hose, mounted on a hose reel, to be suitable for use in spraying driveways, intersections, etc.
10.12. Heavy-duty rear bumper, located low enough to match truck height bumpers.
10.13. Truck license bracket, with light.
10.14. Two standard 20lb. fire extinguishers.
10.15. Fire extinguisher box with side opening hinged cover and simple latch to accommodate two standard 20 lb. extinguishers, securely mounted on right side of tank, and labeled "Fire Extinguisher".
10.16. Complete operating charts or shot guides for accurately determining all applications for all spray bar lengths (3 complete sets per unit).
10.17. Slow Moving Vehicle (SMV) Identification Emblem, meeting requirements of the current SAE J943 Standard, and mounted in accordance with the standard. Emblem must not be mounted on or cover any portion of the radiator guard.
10.18. Lights.

10.18.1. FMVSS 108 lighting package to include reflectors that comply with Surface Transportation Board (ICC) and DOT regulations and South Carolina motor vehicle laws.
10.18.2. Work light package (to provide for loading of material).

11. **WARNING LIGHTS**

Each unit must be complete with LED warning lights meeting current SCDOT Warning Light Standards.

11.1 One (1) Federal Signal Model INTG44S-SCDOT-1 LED 44 inch warning light bar mounted above cab to provide 360 degree visibility with perimeter warning lights connected to light bar control module
11.2 Two (2) Federal Signal Micropulse Ultra Model MPS1220U-AW1220 LED 6 inch oval perimeter warning lights with oval grommets mounted on rear of unit
11.3 Eight (8) Sound Off MPower Model EMPS2QMS4F Black Quick Mount LED perimeter warning lights mounted on right and left hand sides and rear of unit

11.3.1 Two (2) EMPS2QMS4F warning light mounted on right (1 each) and left (1 each) hand sides of truck cab fender in front of truck door

11.3.2 Four (4) EMPS2QMS4F warning lights mounted on right (2 each) and left (2 each) hand sides of truck body at front and rear corners

11.3.3 Two (2) EMPS2QMS4F warning lights mounted on rear of unit

11.4 Four (4) Sound Off MPower Model EMPS2STS4F Black Stud Mount LED perimeter warning lights with PMP2BKDGAJ 90 degree brackets mounted on front grill of truck cab

12. **OPTIONAL EQUIPMENT**

12.1. Option to include camera system and associated installation hardware.
12.2. Option to use existing SCDOT owned cab/chassis to be outfitted with new asphalt distributor equipment.

13. **RADIO NOISE SUPPRESSION**

System must be designed to prohibit Radio Frequency Interference (RFI) & Electromagnetic Interference (EMI). Electrical controls, engine management, circuits, and wiring must be protected from radio frequency interference. Electrical system must be shielded to prevent any internal/external interference which may impact how the equipment operates when exposed to such interferences.

13.1 Equipment management systems / controls must be capable of withstanding exposure from 5 to 150-watt two-way mobile radios operating on Public Safety Frequencies designated by the FCC (CFR 47, Part 90).

13.2 System capable of operating correctly while exposed to Low Band VHF 40-50 MHz.

13.3 System capable of operating correctly while exposed to High Band VHF 155- 165 MHz.

13.4 System capable of operating correctly while exposed to High Band SHF 700-800 MHz.

14. **FUEL SYSTEM**

For Diesel powered vehicles and equipment, fuel system burners and Diesel engines must be compatible with B20 bio-diesel blends, minimum.

15. **TRAINING**

In conjunction with delivery of the first unit, the successful bidder shall conduct a minimum two-day school (8 hours each day) on the safety, operation, maintenance, and diagnostics of the unit in the county where the unit is to be assigned with the Department's operator(s) and service personnel, after the equipment has been delivered to the county where it is to be assigned. Note. One full day of training must be operating the unit with CRS2 or CRS2P on an active road project.

16. **TRAINING MATERIALS**

In conjunction with the delivery of each unit, the successful bidder shall supply one complete set of video operator training materials (thumb drive preferred). This material must adequately cover the safe and correct operation of the equipment.

17. **MAINTENANCE**

All replaceable filter elements for air, fuel, hydraulics, and engine oil must be available from at least one of the following U.S. manufacturers: AC, Wix, Donaldson, or Baldwin. Replacement tires and tubes must be available from at least one of the following U.S. manufacturers: Goodyear, Firestone, or General. Replacement or replenishment lubricants required throughout the unit (engine oil, transmission fluid, hydraulic fluid, gear oil, brake fluid, power steering fluid, and grease) must be available from at least one of the following major manufacturers: Shell, Exxon, Texaco, or Citgo.

- **Note: All threaded fasteners, hydraulic fittings, belts, hoses, and electrical fasteners must be metric or U.S., and must meet one or more of the following standards: SAE, JIC, DIN, ISO, UNC, UNF, NPTF**.

18. **SERIAL NUMBER**

Each unit must be provided with a manufacturer's serial number, unique to each unit, permanently attached by plate or engraving, and easily identified. The serial number must be used by the Department and the manufacturer to identify units for recall, to aid in the recovery of stolen units, to establish ownership, and for other similar reasons. For trailers, vehicles, and trucks, serial number must contain 17 characters and must conform to Federal vehicle identification numbering standards (49 CFR 565).

19. **DATA PLATE**

A data plate must be attached to each unit indicating serial number and model using block lettering. Permanent plaques mechanically attached are preferred to decals.

20. **SAFETY PLAQUES OR DECALS**

Product safety plaques or decals must be furnished and affixed at the operator's station and at any hazardous area. The safety plaques or decals must describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques mechanically attached are preferred to decals. Type, size and location of product safety plaques or decals must be in accordance with current ANSI Z535.4, or latest revision thereto.

21. **COLOR**

The asphalt distributor and truck must be cleaned, anti-rust primed, and painted or powder coated. All painting of steel on the unit must be done prior to being manufactured. Manufacturer's serial and data information plates for the unit and accessories must be protected from being painted over. All manufacturers' standard warning, safety, instructional, and identification decals must be provided; however, there must be no vendor or dealer identification or advertising decals allowed.

21.1 Paint and primers used must be lead-free.
21.2 Serial and data plates must be protected from being painted over.
21.3 All manufacturers' standard warning, safety, instructional, and identification decals must be provided.
21.4 No vendor or dealer identification or advertising decals allowed.
21.5 Truck chassis and equipment frame must be painted black with clear coat to match. Finish coat must be first quality

22. **ACCEPTANCE INSPECTION**

All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Performance testing may not occur until the after the equipment is issued from the Equipment Depot to the using field custodian and placed in-service (coincides with the warranty start date). The vendor will be notified of any units not delivered in full compliance with the purchase order specifications.

23. **SERVICE LITERATURE**

Service literature must include (as one set) an operator's instruction manual, illustrated repair parts manual, and shop overhaul manual. CD format is preferred (documents in .pdf format) and should be furnished when available, except for the equipment operator manual that stays with the equipment.

23.1. This service literature must be complete and cover the entire unit, to include engines and transmissions. The right is reserved to require a bidder to furnish one complete set of service literature to be used for bid evaluation. Service literature, which is considered inadequate by the Department's engineers and/or staff may be cause for the rejection of a bid.
23.2. Performance in this contract requires in conjunction with the delivery of the first unit, two (2) complete sets of service literature in addition to the equipment operator manual concurrently with delivery of each unit.
23.3. Performance in this contract requires in conjunction with the delivery of each subsequent unit one (1) complete set of service literature in addition to the equipment operator manual concurrently with delivery of each unit.

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: **SCDOT Equipment Depot, 1500 Shop Road, Columbia SC, 29201 [03-3030-1]**

DELIVERY DATE -- 30 DAYS ARO (JAN 2006)

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

INFORMATION FOR OFFERORS TO SUBMIT – SPECIAL

In addition to information requests elsewhere, you shall submit the following with your bid:

1. **A completed and signed page 1 and 2**
2. **Acknowledgement of any amendments**
3. **A completed bid schedule (Section VIII)**
4. **A completed and signed Certification of No SCDOT Commissioner Interest (Included in the attachments to this document)**
5. **One complete set of literature specific to the equipment being provided**
6. **One copy of your certificate of insurance**

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation. The "Extended Price" will be calculated by multiplying the "Quantity" by the "Unit Price." The lowest bidder will be determined as the Offeror having the lowest Total Bid Price. [06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State’s final acceptance (a/k/a “award”), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.
(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-3]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (MAY 2024)

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

EFT INFORMATION (APR 2024)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (MAY 2024)

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

OPEN TRADE (JUN 2015)

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

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.
(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT and INTEREST (FEB 2021)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
(b) Coverage shall be at least as broad as:
(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations

performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the

Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

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

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

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

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise

allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

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. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY PPI (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 Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (.) [07-7B180-1]

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

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

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

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

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

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

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

WARRANTY – SPECIAL

The unit must be warranted against defects in materials and workmanship for a period of not less than twelve (12) months. The warranty start date must be based on the unit's in-service date as established by its issue from the Department's Equipment Depot to the using field custodian, and the vendor shall perform all the administrative work necessary to accomplish this following notification by the Department.

In the event there is not an authorized parts and service dealership within a 2-hour driving distance of the unit's place of assignment, there shall be a procedure for the Department to make a claim for recovering the cost of parts, labor, and shipping/transport charges incurred in performing repairs which otherwise would have been covered by the warranty.

TRUCK WARRANTY

The truck cab-chassis must be warranted against defects in materials and workmanship for a period of not less than twelve (12) months. The engine and drive train must be warranted against defects in materials and workmanship for a period of not less than forty-eight (48) months - 100,000 miles (pro-rating not allowed), to include connectors and adapters to the transmission. The transmission must be warranted for a period of not less than twenty-four (24) months - 50,000 miles (pro-rating allowed).

The warranty start date must be based on the unit's in-service date as established by its issue date from the Department's Equipment Depot to the using field custodian, and the vendor must perform all the administrative work necessary to accomplish this following notification by the Department.

The unit must be furnished with a copy of the warranty statement and any necessary cards, booklets, or certificates needed to receive warranty repairs at a dealership.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	3	each		
Item Description: Truck Mounted Core Rig				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	3	each		
Item Description: Cab Chassis				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	3	each		
Item Description: Optional camera system and associated installation hardware				
Tendering Text: Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	3	each		
Item Description: Asphalt distributor equipment only				
Tendering Text: Option to use existing SCDOT owned Cab/Chassis. Quantities are estimates only.				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

ATTACHMENT A: IMPORTANT TAX NOTICE – NONRESIDENTS ONLY
ATTACHMENT B: OFFEROR’S CHECKLIST
ATTACHMENT C: CERTIFICATION OF NO SCDOT COMMISSIONER INTEREST

ATTACHMENT A

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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.

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: www.**dor.sc.gov**
[09-9005-5]

ATTACHMENT B

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

ATTACHMENT C

NO SCDOT COMMISSIONER INTEREST OR
RECENT SCDOT EMPLOYEE INTEREST

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):

   a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member's term of appointment and for one year after the termination of the appointment.

   b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member's term of appointment and for one year after the termination of the appointment.

2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

   No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

CONTRACTOR/CONSULTANT

By : ______________________________
(Signature)

Print Name: ______________________________

Date:____________________ Its: ______________________________

Exhibit C

	State of South Carolina Invitation For Bid Amendment 1	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400029348 04/07/2026 Laura Bagwell 803-737-1013 bagwelllb@scdot.gov SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191

DESCRIPTION: **Asphalt Distributor – Truck Mounted**

USING GOVERNMENTAL UNIT: **DEPARTMENT OF TRANSPORTATION**

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

SUBMIT OFFER BY (Opening Date/Time): **04/16/2026 @ 2:30 P.M** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~**04/01/2026 @ 12:00 P.M.**~~ **EXPIRED** (See "Questions From Offerors" provision)

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

CONFERENCE TYPE: **Not Applicable** DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Not Applicable**

AWARD & AMENDMENTS	Award will be posted on **05/04/2026**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_______________________________

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

AMENDMENTS TO SOLICITATION

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (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.

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISON. STRICKEN TEXT IS DELETED.

The item description has been changed on Line 1 of the Bidding Schedule.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	3	each		
Item Description: ~~Truck Mounted Core Rig~~ Distributor Platform				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	3	each		
Item Description: Cab Chassis				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	3	each		
Item Description: Optional camera system and associated installation hardware				
Tendering Text: Quantities are estimates only.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	3	each		
Item Description: Asphalt distributor equipment only				
Tendering Text: Option to use existing SCDOT owned Cab/Chassis. Quantities are estimates only.				

Exhibit D

	RFx Number		5400029348						
				CALDER BROTHERS CORPORATION		BLANCHARD MACHINERY COMPANY		ASCENDUM MACHINERY INC	
				5500102989		5500102969		5500102986	
	Header Data								
	Status			Submitted		Submitted		Submitted	
	Net value			**$ 1,713,096.00**	**USD**	**$ 1,794,447.00**	**USD**	**$ 1,982,198.52**	**USD**
	Currency			USD		USD		USD	
1	**Distributor Platform**								
1	Net price	1	EA	**$ 282,700.00**	**USD**	**$ 204,375.00**	**USD**	**$ 329,162.42**	**USD**
1	Unit of Measurement			EA		EA		EA	
1	Price Unit			1		1		1	
1	Product ID								
1	Quantity	3	EA	3	EA	3	EA	3	EA
1	Net value			848,100.00	USD	613,125.00	USD	987,487.26	USD
1	Acceptance Status								
2	**Cab Chassis**								
2	Net price	1	EA	**$ 135,332.00**	**USD**	**$ 181,098.00**	**USD**	**$ 130,900.00**	**USD**
2	Unit of Measurement			EA		EA		EA	
2	Price Unit			1		1		1	
2	Product ID								
2	Quantity	3	EA	3	EA	3	EA	3	EA
2	Net value			405,996.00	USD	543,294.00	USD	392,700.00	USD
2	Acceptance Status								
3	**Optional camera system**								
3	Net price	1	EA	**$ 2,500.00**	**USD**	**$ 1,645.00**	**USD**	**$ 2,408.00**	**USD**
3	Unit of Measurement			EA		EA		EA	
3	Price Unit			1		1		1	
3	Product ID								
3	Quantity	3	EA	3	EA	3	EA	3	EA
3	Net value			7,500.00	USD	4,935.00	USD	7,224.00	USD
3	Acceptance Status								
4	**Asphalt distributor equipment only**								
4	Net price	1	EA	**$ 150,500.00**	**USD**	**$ 211,031.00**	**USD**	**$ 198,262.42**	**USD**
4	Unit of Measurement			EA		EA		EA	
4	Price Unit			1		1		1	
4	Product ID								
4	Quantity	3	EA	3	EA	3	EA	3	EA
4	Net value			451,500.00	USD	633,093.00	USD	594,787.26	USD
4	Acceptance Status								

State of South Carolin Exhibit E

Invitation For Bid

Version: 2

Bid

Status: **5500102989 Bid Submitted**

Created: 04/14/2026 11:50:09 EST
CAMERON CALDER

Last upd: 04/16/2026 11:36:55 EST
CAMERON CALDER

Bidder

CALDER BROTHERS CORPORATION
450 EAST WAREHOUSE COURT
TAYLORS SC 29687

Bid invitation number: **5400029348**
Description: **ASPHALT DISTRIBUTOR-TRUCK**

Buyer name:
Buyer email:
Buyer phone:
Follow-on document: Contract
Estimated award date: 05/04/2026
SCBO catg: Equipment

Bid invitation rules

Bidding procedure: Public bid invitation
Requested price information: Normal price
Timezone: EST
End date/time: 04/16/2026 14:30:00 EST
Opening date/time: 04/16/2026 14:30:00 EST

Bids required for all items? No

Bid may be changed? Yes
Bidder can add items? No

Bid Basic Data

Terms of Payment: **net 30 days**
Currency: **USD United States Dollar**

Information from purchaser - header attachment(s)

Description
Solicitation
Amendment 1

Bidder's header attachment(s)

Description
Descriptive Product Literature
Amendment 1 ACKNOWLEDGED
Page 1 & 2 SIGNED
Attachment C - Certification of No SCDOT Commissioner Interest
Section III Specifications: 100% Comply
Section VIII - Bid Schedule
Certificate of Insurance

Bid details

Line Number: 0001

Distributor Platform

Item Category: Material

Invitation For Bid

Version: 2

Bid invitation number: 5400029348
Description: ASPHALT DISTRIBUTOR-TRUCK MOUNTED

Product Category: 75510 - Asphalt: Distributors Levelers Mixers etc.
Internal Item Number: 0
Submitted Target Quantity: **3.00 each**
Price: **282,700.00 (United States Dollar) Per 1 each**
Target Value Bid: **848,100.00 (United States Dollar)**
Delivery Time (Duration): **60 days**

Bidder's remarks concerning item

Delivery days is After Receipt of NEW Chassis

Bidder's item attachment(s)

Section III Specifications: 100% Comply
Descriptive Product Literature

Line Number: 0002

Cab Chassis

Item Category: Material
Product Category: 75510 - Asphalt: Distributors Levelers Mixers etc.
Internal Item Number: 0
Submitted Target Quantity: **3.00 each**
Price: **135,332.00 (United States Dollar) Per 1 each**
Target Value Bid: **405,996.00 (United States Dollar)**
Delivery Time (Duration): **90 days**

Bidder's remarks concerning item

Due to engine emissions changes starting January 1, 2027, Freightlinerchassis pricing is ONLY valid through December 2026. Chassis deliverydays is subject to change based on Freightliner backlog at time ofreleased order.

Bidder's item attachment(s)

ZERO mark up Chassis Quote
Chassis Detailed Specifications

Line Number: 0003

Optional camera system

Item Category: Material
Product Category: 75510 - Asphalt: Distributors Levelers Mixers etc.
Internal Item Number: 0
Submitted Target Quantity: **3.00 each**
Price: **2,500.00 (United States Dollar) Per 1 each**
Target Value Bid: **7,500.00 (United States Dollar)**
Delivery Time (Duration): **90 days**

Information from purchaser - item tendering text

and associated installation hardware. Quantities are estimates only.

Bidder's remarks concerning item

Multi-view Premium Camera System: provides an in cab view of the rearpumping platform, backing-up, spray bar, and the passenger

Invitation For Bid
Version: 2

Bid invitation number: 5400029348
Description: ASPHALT DISTRIBUTOR-TRUCK MOUNTED

side curbspraying view.

Line Number: 0004
Asphalt distributor equipment only

Item Category: Material

Product Category: 75510 - Asphalt: Distributors Levelers Mixers etc.

Internal Item Number: 0

Submitted Target Quantity: **3.00 each**

Price: **150,500.00 (United States Dollar) Per 1 each**

Target Value Bid: **451,500.00 (United States Dollar)**

Delivery Time (Duration): **90 days**

Information from purchaser - item tendering text

Option to use existing SCDOT owned Cab/Chassis. Quantities are estimatesonly.

Bidder's remarks concerning item

Delivery days is After Receipt of SC DOT re-purposed Chassis. We canaccomodate PTO or Front Live Power chassis from the DOTs existing fleet.

Bidder's item attachment(s)

Section III Specifications: 100% Comply

Descriptive Product Literature

Exhibit F

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

Intent to Award
Posting Date: May 14, 2026

Solicitation: 5400029348
Description: ASPHALT DISTRIBUTOR-TRUCK MOUNTED
Agency: SC Department of Transportation

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective**, May 27, 2026.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

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

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

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to: protest-mmo@mmo.sc.gov,
(b) by post or delivery to: 1333 Main Street, Suite 700, Columbia, SC 29201.

Contract Number: 4400040050
Awarded To: BLANCHARD MACHINERY COMPANY (7000052564)
PO Box 402197
ATLANTA GA 30384-2197

Total Potential Value: $ 1,794,447.00
Maximum Contract Period: May 27, 2026 through May 26, 2031

Item	Description	Unit Price	Total
00001	Optional camera system	$ 1,645.00	$ 4,935.00
00002	Asphalt distributor equipment only	$ 211,031.00	$ 633,093.00
00003	Cab Chassis	$ 181,098.00	$ 543,294.00
00004	Distributor Platform	$ 204,375.00	$ 613,125.00

Procurement Officer
LAURA BAGWELL

Exhibit G

SCDOT
South Carolina
Department of Transportation

Procurement Office
803-737-1488 | 803-737-2046 Fax

May 29, 2026

Ms. Kimber Craig, CPO
SFAA Division of Procurement Services
1333 Main Street, Suite 700
Columbia, SC 29201

Re: Protest of Calder Brothers

Dear Ms. Craig,

Calder Brothers intent to protest raises four concerns. While Calder Brothers can raise concerns regarding pricing accuracy, the existence of potential pricing errors, responsiveness of their own bid, and whether the evaluation was proper, they must show proof.

As to their first two bullet points, pricing accuracy and a potential material pricing error, they did provide a pricing relationship analysis and made points about commercial practices. However, Regulation 19-445.285 only allows us to confirm the bid and further, only when there are "obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted." Blanchard's bid was not unreasonably lower than the others. It was, in fact, higher overall than Calder Brothers. Further, the Procurement Officer confirmed with Blanchard, after the protest was received, that their pricing was correct. Calder also made an assumption that Item 0004 – Distributor Platform was the complete unit. Item 0004 – Distributor Platform was not, in fact, for the complete unit. The Distributor Platform was just that, the Distributor Platform that is to be combined with the Cab Chassis. In theory, the Distributor Platform and the Asphalt distributor equipment only, could have been priced exactly the same. We were allowing markup on the equipment only since we would be supplying the chassis in that case. We even stated as much in the bid schedule. If Calder had any questions or felt we were ambiguous it was upon them to ask the questions.

To Calder's third bullet, they conditioned their bid. Within the bidder's remarks section of SCEIS they typed "Due to engine emissions changes starting January 1, 2027, Freightlinerchassis pricing is ONLY valid through December 2026. Chassis deliverydays is subject to change based on Freightliner backlog at time ofreleased order." [sic] Regulation 19-445.2070 D(1) addresses language such as this. "Ordinarily a bid should be rejected when the bidder attempts to impose conditions which would modify requirements of the invitation for bids or limit his liability to the State, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids should be rejected in which the bidder: (a) ***attempts to protect himself against future changes in conditions,*** such as increased costs, if total possible cost to the State cannot be determined;" (emphasis added) Calder Brothers did just that and therefore their bid was found non-responsive. This was clearly information Calder knew during the process. They could have asked a question or sought clarification during the solicitation process. To bring it up at bid submission is too late.

To Calder's fourth bullet, whether the evaluation was proper, the Procurement Officer followed direction and came to the Director when she saw the notes in SCEIS on Calder's bid. Upon the Director's advice, she moved forward with the award to Blanchard. Blanchard has since confirmed their pricing is correct and there are no errors.

As Calder is non-responsive and Blanchard is the lowest responsive and responsible bidder, SCDOT requests dismissal of this protest.

Sincerely,

Emmett I. Kirwan

Emmett I. Kirwan, NIGP-CPP
Procurement Director, Commodities & Services

Ec: J. Darrin Player
Laura Bagwell

Post Office Box 191
955 Park Street, Room 115
Columbia, SC 29202-0191

www.scdot.org
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855-GO-SCDOT (855-467-2368)