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EXECUTIVE DIRECTOR

Protest Decision

Matter of: The George Seelke Company
File No.: 2026-118
Posting Date: November 17, 2025
Contracting Entity: South Carolina Department of Transportation
Solicitation No.: 5400028511
Description: 5500 Gallon Captor Containment Systems

DIGEST

Protest questioning whether the intended awardee was responsive to specific requirements of the of the solicitation denied where awardee was responsive to those requirements. However, awardee was otherwise materially nonresponsive, requiring cancellation of the intent to award. The protest of The George Seelke Company (Seelke) is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-4210. This determination is based on the evidence and applicable law and precedents.

BACKGROUND

On August 8, 2025, the South Carolina Department of Transportation (SCDOT) issued Solicitation Number 5400028511 requesting bids to provide captor storage brine or calcium chloride containment systems. [Exhibit B] By the deadline for receipt of bids, SCDOT received

two bids, one from Seelke and one from Harrington Industrial Plastics, Inc. (Harrington). [Exhibit C] After evaluating bids, SCDOT determined Harrington's bid to be the lowest responsive bid. On October 8, 2025, SCDOT posted a notice of intent to award a contract to Harrington. [Exhibit D] On October 15, 2025, Seelke protested.

DETERMINATION

Seelke states in its protest that it believes that Harrington omitted to comply with the following requirements of the Solicitation:

1. Specification Item 5 – Our price includes Snyder Industries Standard flexible sight tube gauge. This gauge includes factory installed PVC fittings, clear tubing and two PVC isolation valves to permit maintenance on the gauge or replacement of tubing by SC DOT personnel without emptying the tank contents.
2. Specification Item 10 – All shipping costs are included in our tank price.

As the protestant, Seelke bears the burden of proof but fails to provide or cite to any evidence to support its speculation. Speculation does not sustain a ground of protest. Nonetheless, in its response to Seelke's bid, SCDOT confirmed Harrington complied with these two requirements of the solicitation. [Exhibit E] A review of the documents Harrington submitted with its bid supports SCDOT's conclusion. [Exhibit F] Moreover, Harrington submitted a signed page one and two of the solicitation with its bid. [Id.] Page one states, "By signing, You [sic] agree to be bound by the terms of the Solicitation." Since Harrington did not take exception to "Specification Item 5" and "Specification Item 10" in its bid, any subsequent failure of Harrington to comply is a breach of contract issue, not a protest issue.

Seelke next complains that the "Year 2- & 3-Unit Prices listed in the intent to Award do not match the values we recorded during the bid opening." In response, SCDOT acknowledges a discrepancy. The Intent to Award shows Harrington's unit price for bid year's one and two as \$19,475.80. [Exhibit D] Harrington actual unit price bid for each year was \$19,745.80. [Exhibit F] However, once one corrects this transposition error in the Intent to Award, Harrington is still the low bidder.

Despite the forgoing, Harrington's bid is materially nonresponsive to the requirement of the solicitation. Harrington included with its bid documentation that SCDOT did and did not request

in the solicitation. [Id.] This documentation includes a quote to Jeffery Schwalk, the SCDOT Procurement Officer which was not requested. This quote states:

Harrington's standard Terms and conditions apply. Please visit <https://www.hipco.com/tenns-and-conditions-sale> for the full Tenns and Conditions

Due to recent volatility in U.S. government tariff regulations --whether enacted or under review--all quotes remain provisional and are subject to price adjustments or surcharges. Pricing provided is valid for 24 hours from the time of the quotation and may be adjusted up until receipt of a confirmed Purchase Order and approval to proceed with production.

Harrington's standard terms and conditions include terms that conflict with the solicitation such as payment terms, limitation of liability, arbitration, breach and remedies, governing law, etc. Moreover, this language states that Harrington's price is not firm.

The South Carolina Consolidated Procurement Code is clear that the State must award to the lowest responsive and responsible bidder. S.C. Code Ann. § 11-35-1520(10). A responsive bidder is one who submits a bid "which conforms in all material aspects to the invitation for bids." S.C. Code Ann. § 11-35-1410(9). Harrington's terms and conditions and provisional pricing contradict material terms of the solicitation rendering Harrington's bid nonresponsive.

Section 11-35-1520(7) authorizes the cancellation of awards or contracts after award but before performance in accordance with regulations promulgated by the Board. Regulation 19-445.2085(C) authorizes cancellation due to administrative error of the purchasing agency discovered prior to performance:

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

- (1) Inadequate or ambiguous specifications were cited in the invitation;
- (2) Specifications have been revised;
- (3) The supplies, services, information technology, or construction being procured are no longer required;
- (4) The invitation did not provide for consideration of all factors of cost to the State, such as cost of transporting state furnished property to bidders' plants;

- (5) Bids received indicate that the needs of the State can be satisfied by a less expensive article differing from that on which the bids were invited;
- (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
- (7) **Administrative error of the purchasing agency discovered prior to performance**, or
- (8) For other reasons, cancellation is clearly in the best interest of the State.
[emphasis supplied]

While the authority to cancel awards and solicitations should be exercised carefully and sparingly, these provisions authorize the CPO to cancel an award of a contract before performance begins, when a compelling reason exists and one or more of the grounds listed in the Regulation are present. Because Harrington is materially nonresponsive, the CPO finds that a compelling reason to cancel the award in this case exists.

DECISION

For the foregoing reasons, the CPO cancels SCDOT's Intent to Award a contract to Harrington and remands this matter back to SCDOT to proceed in accordance with the Procurement Code.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 366, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

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

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

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

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

Exhibit A

From: mjcallahan@bellsouth.net
To: [Protest-MMO](#)
Cc: ["Dick Youtz"](#)
Subject: [External] Solicitation No.: 5400028551 - 5500 Gallon Captor Containment System - Notice of Protest
Date: Wednesday, October 15, 2025 11:46:34 AM

Good Morning,

We have received the notice of Intent to Award Contract No.: 4400038129 to Harrington Industrial Plastics Inc. (7000142747). The George Seelke Company's (70000018755) offer for the Captor Containment Systems described in this solicitation was complete and per the Specifications provided. We believe that one or both of the following required items have been omitted from the Harrington Industrial Plastics offer.

1. Specification Item 5 – Our price includes Snyder Industries Standard flexible sight tube gauge. This gauge includes factory installed PVC fittings, clear tubing and two PVC isolation valves to permit maintenance on the gauge or replacement of tubing by SC DOT personnel without emptying the tank contents.
2. Specification Item 10 – All shipping costs are included in our tank price.

We would also note that the Year 2- & 3-Unit Prices listed in the Intent to Award do not match the values we recorded during the bid opening.

We would appreciate a review of the above items to ensure they are not excluded from the apparent low bidder's price. Please do not hesitate to contact me at (678) 642-2767 or Dick Youtz, who is copied on this e-mail.

Regards,

Mike Callahan

The George Seelke Company
P.O. Box 1002
Flat Rock, NC 28731-1002
(770) 513-7330 Office
(678) 642-2767 Mobile

Exhibit B

	State of South Carolina Invitation For Bid	Solicitation: 5400028511 Date Issued: 08/11/2025 Procurement Officer: Jeffery Schwalk Phone: (803) 737-1018 E-Mail Address: SchwalkJC@scdot.org Mailing Address: SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191
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DESCRIPTION: **5500 GALLON CAPTOR CONTAINMENT SYSTEM**

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): **09/16/2025 14:30:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/21/2025 10:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED:

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 **09/30/2025**. 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 ninety (90) 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)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ 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 (%)
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UPDATED BID OPENING PROCEDURES

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

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

Dial: 1-833-523-3710

Access Code/Conference ID: 657738

INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

Mailing Address:

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

Physical Address:

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

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

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.

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I. SCOPE OF SOLICITATION

The South Carolina Department of Transportation (SCDOT) is soliciting for the provisioning and delivery of captor storage brine or calcium chloride containment systems. All items must be in new condition, and shall meet the specifications in the solicitation.

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 (MODIFIED)

Start date: 10/18/2025 End date: 10/17/2028. Dates provided are estimates only. The initial term of the contract is for one (1) year, with the possibility of two (2) one-year renewals, for a total potential contract period of three (3) years. 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".

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 CONSTRUCT 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 to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the

Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

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 it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

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

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

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

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

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

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

VENDOR REGISTRATION MANDATORY (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 1201 Main Street, Suite 600, 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

The South Carolina Department of Transportation (SCDOT) is soliciting for a supplier for provision and delivery of 5500 gallon captor storage brine or calcium chloride containment systems to various locations within the State. Address of various SCDOT offices may be found at the following link: [SCDOT County Offices: district and county directory information](#).

- 1) The primary tank shall be designed per ASTM D 1998-06 with a hydrostatic design stress of 600 psi at 73 degrees. The tank shall be rotationally molded one-piece seamless construction. The tanks shall have stratiform walls.
- 2) Both the primary and secondary tanks shall be molded with HDLPE using a 1.5 sg design.
- 3) The secondary containment tank shall have a minimum capacity equal to 115% capacity of the primary tank in compliance with 40 CFR-264.193.
- 4) The tank shall have integrally molded lift lugs and tie-down lugs and shall be capable of being lifted into position as a unit.
- 5) The tank shall include a level indicator.

SCDOT will accept the tank's standard liquid level indicator configuration with its order(s). However, if there is an alternative level indication configuration available, SCDOT will maintain the option to get a quote from a vendor and issue a separate purchase order for any increased cost for the alternative level indication configuration.

- 6) The tank top shall be keyed to the containment tank to prevent rotation and shall prevent rainwater from entering either tank.

- 7) All fitting gaskets shall be ¼" EPDM with a durometer of 40-50.

- 8) The CAPTOR shall include the following fittings:

- a) (1) 18" threaded Manway with vented center cap
- b) (1) 2" PVC bulkhead fitting in the top
- c) (1) 3" PVC bulkhead fitting in the top
- d) (1) 18" Polyethylene Mushroom vent with 1/8" Bug Screen
- e) (1) 2" PVC double 150# flange fitting, with PE encapsulated head 316 stainless steel bolts, and UFO between the primary and secondary tanks.

- 9) Immediately after receipt of an order, the supplier shall have their engineer visit the site as required to assist the site in determining the proper fitting locations for each tank. The engineer shall visit the site after the installation is completed to confirm its compliance with the manufacturer's warranty requirements. The supplier's engineer must be able to be on site within 24 hours after receiving a call regarding any problem with the installed tanks. The costs of these field services shall be included in the base cost of the tank.

- 10) Tanks shall be delivered approximately 12 weeks after contractor's receipt of the purchase order. The 12 week timeframe includes the tank moldings, fittings layout, initial and final drawings for tank production, and wide load permit for South Carolina delivery.

Tank pricing shall include all delivery costs; however, SCDOT recognizes that a full truckload order is two (2) tanks. Therefore, in the event SCDOT places an order for less than the full truckload order quantity, SCDOT will absorb the additional freight cost on the purchase order for that individual purchase of less than a truckload. SCDOT will unload the transport vehicle upon the delivery of the tanks and will perform the installation.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)

After award, all deliveries shall be made and all services provided to the addresses as specified on the respective purchase order. SCDOT office locations may be found at the following link: [SCDOT County Offices: district and county directory information](#)

DELIVERY DATE -- 12 Weeks ARO (SPECIAL)

Unless otherwise specified herein, all items shall be delivered no later than twelve (12) weeks 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.

OPERATIONAL MANUALS (JAN 2006)

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. (03-3055-1)

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 requirements stated elsewhere in this solicitation, you shall submit a

- a) completed and signed copy of the Certification of No SCDOT Commissioner Interest, found in the Attachment and
- b) a completed Minority Participation form. (found below)

MINORITY PARTICIPATION (APR 2024)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov>(.) [04-4015-3]

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, "Indemnities" 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]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

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 years 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(s), 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 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 – STANDARD

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	40	each		
Item Description: 5500 Gal Captor Containment System- YR 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. The Quantity is estimated based on anticipated needs over the lifetime of the contract, divided by three years.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	40	each		
Item Description: 5500 Gal Captor Containment System – YR 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. The Quantity is estimated based on anticipated needs over the lifetime of the contract, divided by three years.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	40	each		
Item Description: 5500 Gal Captor Containment System – YR 3				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. The Quantity is estimated based on anticipated needs over the lifetime of the contract, divided by three years.				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- IMPORTANT TAX NOTICE – NONRESIDENTS ONLY
- OFFEROR'S CHECKLIST
- NO SCDOT COMMISSIONER INTEREST OR RECENT SCDOT EMPLOYEE INTEREST

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]

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.

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

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
PURCHASING DIVISION

Tabulated By: Dorothy J. SA,
Page 1 of 1

TABULATION

SEALED BID OR QUOTE #: 5400028511
DESCRIPTION: 5500 Gallon Captor Containment Sys
BUYER: J. Schwaik TABULATION DATE: 9.16.2025

THIS TAB/BID SHEET IS PRELIMINARY AND FOR INFORMATION ONLY, THESE BIDS ARE SUBJECT TO REVIEW FOR RESPONSIBILITY AND RESPONSIVENESS, INCLUDING A DETERMINATION IF THEY ARE WITHIN COMPETITIVE RANGE, DBE GOAL COMPLIANCE, AND ANY OTHER NECESSARY REVIEW PROCESS. ONCE REVIEWED AND SUBMITTED TO THE COMMISSION FOR APPROVAL, IF NECESSARY, A NOTICE OF INTENT TO AWARD WILL BE POSTED.

BIDDER NAME	UNIT PRICE	1	2	3				
Harrington		19,745.80	19,745.80	19,745.80				
The George Seelke Co.		19,977.	20,595.	21,232.				

Anticipated award date is: _____

SEP 16 2025

Certified By: [Signature] AM DM

STATE OF SOUTH CAROLINA
SUPPLY & EQUIPMNET
1500 SHOP ROAD
COLUMBIA SC 29201-4846

Intent to Award

Posting Date: October 08, 2025

Solicitation: 5400028511

Description: 5500 GALLON CAPTOR CONTAINMENT SYSTEM

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 **October 18, 2025**. 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.

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 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400038129

Awarded To: HARRINGTON INDUSTRIAL PLASTICS INC (7000142747)

SUITE C 601 C EAGLETON DOWNS

PINEVILLE NC 28134

Total Potential Value: \$ 2,347,896.00

Maximum Contract Period: October 18, 2025 through October 17, 2028

Item	Description	Unit Price	Total
00001	5500 Gal Captor Containment System YR 2	\$ 19,475.80	\$ 779,032.00
00002	5500 Gal Captor Containment System YR 3	\$ 19,475.80	\$ 779,032.00
00003	5500 Gal Captor Containment System YR 1	\$ 19,745.80	\$ 789,832.00

Procurement Officer

JEFFERY SCHWALK

November 5, 2025

Mr. John St. C. White
MMO Officer & State Engineer
Division of Procurement Services/SC State Fiscal Accountability Authority
1333 Main Street, Suite 700
Columbia, SC 29201

RE: Contract 4400038129 – 5500 Gallon Gaptor Containment Systems

The South Carolina Department of Transportation (SCDOT) was advised that a Notice of Protest was received on October 15, 2025, pursuant to contract 4400038129 – 5500 Gallon Gaptor Containment Systems.

The protesting party, The George Seelke Company, states they believe one or more of the following required items were omitted from the Harrington Industrial Plastics, Inc.'s offer:

1. *Specification Item 5 – Our price includes Snyder Industries Standard flexible sight tube gauge. This gauge includes factory installed PVC fittings, clear tubing and two PVC isolation valves to permit maintenance on the gauge or replacement of tubing by SC DOT personnel without emptying the tank contents.*
2. *Specification Item 10 – All shipping costs are included in our tank price.*

No supporting evidence was provided to support these items, and they remain speculative on the part of The George Seelke Company as no proof is provided for assumed deficiencies in the Harrington Industrial Plastics bid. Notwithstanding the lack of proof to support these claims, SCDOT has nonetheless addressed those items below:

Regarding item #1 above, the SCDOT Equipment Depot provided confirmation that the tanks provided in the Harrington Industrial Plastics bid were acceptable, based on the review of product literature provided as required by the solicitation. Any actual deficiencies after delivery would become a matter of contract administration.

As per item #2 above, the bid was required to be inclusive of shipping costs. As with all bids received for this solicitation, it was accepted that the bid met this requirement. Additionally, the bid submitted by Harrington Industrial Plastics also included a handwritten notation that their pricing was inclusive of shipping cost.

The George Seelke Company also included a concern that some bid prices as listed on the Intent to Award did not match the pricing recorded during the bid opening.

We would also note that the Year 2- & 3-Unit Prices listed in the Intent to Award do not match the values we recorded during the bid opening.



While that statement by the George Seelke Company suggest that verification of the values is needed, it does not claim injury via the award process, and it is unclear whether this is an actual protest.

After reseaching the issue, it is determined that there was indeed an issue with the values in the Intent to Award matching the recorded values; however, the discepany is found in years 1 and 2, not years 2 and 3 as stated.

During the bid opening, the Harrington Industrial Plastics bid was recorded as follows:

Line 1	\$19,745.80
Line 2	\$19,745.80
Line 3	\$19,745.80

The Harrington Industrial Plastics bid was submitted in a hardcopy format. When the surrogate bid was manually entered into SCEIS after bid opening, the unit price for lines 1 and 2 was entered incorrectly as \$19,475.80, not as \$19,745.80. The error was caused by transposing the numerals '4' and '7' for those line items, and the error flowed through to the issuance of the Intent to Award.

While the Goerge Seelke Company is correct that values on the Intent to Award differ from those recorded during bid opening, there is no actual impact or change to the determination of the low bidder. The \$19,7545.80 submmitted for each of the three (3) line items by Harrington Industrial Plastics remains the lowest responsive bid by a responsible bidder, as illustrated below:

	Harrington Industrial Plastics	The George Seelke C0mpany
Line Item 1	\$19,745.80	\$19,977.00
Line Item 2	\$19,745.80	\$20,595.00
Line item 3	\$19,745.80	\$21,232.00

I have provided a copy of the bid tabulation recorded during bid opening as an accompanying document to this response.

Based on the facts presented, SCDOT requests the dismissal of the protest.

Sincerely,

Jeffery C. Schwalk
Procurement Manager/SCDOT

cc: Emmett Kirwan (email)
Barbara Wessinger (email)



From: [Meetze, Kelvin, E.](#)
To: [Schwalk, Jeffery, C.](#)
Subject: RE: Verification of product suitability
Date: Monday, September 29, 2025 2:41:10 PM

Jeffery I have no problem proceeding with this tank.

Thanks

Kelvin

From: Schwalk, Jeffery, C. <SchwalkJC@scdot.org>
Sent: Wednesday, September 24, 2025 2:55 PM
To: Meetze, Kelvin, E. <MeetzeKE@scdot.org>
Subject: Verification of product suitability

Kelvin,

I have attached the product info provided from the low bidder for 5400028511 – 5500 Gallon Captor Containment System. Would you please verify it meets specifications?

The link to the solicitation is as follows, in case you want to look over the advertised spec:
<https://apps.sceis.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400028511>

Thank you!



Jeffery C. Schwalk

Procurement Manager/Contracts

P 803-737-1018 **E** SchwalkJC@scdot.org

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

Exhibit F

	State of South Carolina Invitation For Bid	Solicitation: 5400028511 Date issued: 08/11/2025 Procurement Officer: Jeffery Schwalk Phone: (803) 737-1018 E-Mail Address: SchwalkJC@scdot.org Mailing Address: SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191
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DESCRIPTION: **5500 GALLON CAPTOR CONTAINMENT SYSTEM**

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): **09/16/2025 14:30:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/21/2025 10:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED:

CONFERENCE TYPE: **Not Applicable**
DATE & TIME:

LOCATION: **Not Applicable**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

AWARD &
AMENDMENTS

Award will be posted on **09/30/2025**. 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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <i>HARRINGTON INDUSTRIES</i> (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 <i>[Signature]</i> (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED 9-15-25
TITLE REGIONAL SALES MGR (business title of person signing above)	STATE VENDOR NO. 7000142747 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME Troy L. Terry (printed name of person signing above)	STATE OF INCORPORATION CALIFORNIA (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)

HARRINGTON INDUSTRIAL
14480 FORBA AVE
CHINA, CA 91710

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

HARRINGTON INDUSTRIAL
601 Suite C
PINEVILLE, N.C. 28134

Code - Number - Extension Facsimile

Area

mail Address

SPolite @ HipCo. com

E-

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)

HARRINGTON INDUSTRIAL
601 Suite C
PINEVILLE, N.C. 28134

ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)

HARRINGTON INDUSTRIAL
601 Suite C
PINEVILLE, N.C. 28134

Payment Address same as Home Office Address

☒ Payment Address same as Notice Address (check only one)

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 (%)

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

INCLUDES Freight

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	40	each	19,745.80	789,832.00
Item Description: 5500 Gal Captor Containment System- YR 1				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. The Quantity is estimated based on anticipated needs over the lifetime of the contract, divided by three years.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	40	each	19,745.80	789,832.00
Item Description: 5500 Gal Captor Containment System – YR 2				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. The Quantity is estimated based on anticipated needs over the lifetime of the contract, divided by three years.				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	40	each	19,745.80	789,832.00
Item Description: 5500 Gal Captor Containment System – YR 3				
Tendering Text: Please enter your best price as the Unit Price. The Extended Price is the Unit Price multiplied by the Quantity. The Quantity is estimated based on anticipated needs over the lifetime of the contract, divided by three years.				

PRICE INCLUDES Freight
Total: A 2,369,496.00

Steve Polite

Outside Sales

P: (704) 588-0541

C: (704) 576-6896

F: (704) 588-5742

E: spolite@hipco.com

601 Eagleton Downs Dr., Ste C
Pineville, NC 28134



Harrington Pure



Industrial Plastics®

Always Available @ 1-800-877-4472

www.HarringtonPlastics.com

Serving you from 50 locations nationwide

MINORITY PARTICIPATION (APR 2024)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov>(.) [04-4015-3]

CERTIFICATION

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:

ROY L. TERRY

Date:

9/19/25

Its:

Harrington Industrial Plastics LLC

Harrington Industrial Plastics
Suite C
601 Eagleton Downs Drive
Pineville NC 28134

Phone: 704-588-0541

Fax: 704-588-5742

Attention: JEFFERY SCHWALK

Company: CASH SALES-TERRITORY 353

To: KLOWDER@HIPCO.COM

From: J. Ken Lowder

Subject: QUOTE 035D5490

Memo:

WORK SHEET

per TANK with
Fittings & Freight
ADDED

TANK: 18,845.80
Freight: 900.00

#1 19,745.80

Harrington Industrial Plastics
 601 Eagleton Downs Drive
 Pineville NC 28134
 704-588-0541
 704-588-5742 Fax

Quotation# 035D5490
 Written: JKL
 Quote Date 09/11/25
 Expire Date 09/25/25
 Page 1 OF 2

Quotation

075841
 CASH SALES-TERRITORY 353

Ship To:
 SC DOT

601 EAGLETON DOWNS DR STE C
 PINEVILLE, NC 28134

955 PARK ST
 COLUMBIA, SC 29201-3959

Job:

RFQ# 5500 GAL CAPTOR TANK

Contact: JEFFERY SCHWALK

Ship Via: BEST WAY POSSIBLE

Phone#: 803-737-1018

FOB / Delivery ARO: SHIPPING POINT

Fax: 704-588-5742

Frt-Terms: CHARGE OUTBOUND ONLY

Product/Description	Quantity	Price	U/M	Extension
---------------------	----------	-------	-----	-----------

5660000N43 5500 GAL TANK CAPTOR CONT SYS NAT HDPE 120"x172" 1.5SG 18"	120	18059.32	EA	2,167,118.40
---	-----	----------	----	--------------

35600551 HARRINGTON SOLD AND SERVICED BY LABEL	120	0.00	EA	0.00
--	-----	------	----	------

WRAP-5 WRAP PROTECTIVE PLAST 4000-9500 GAL (120" DIA)	120	153.92	EA	18,470.40
---	-----	--------	----	-----------

34700449 2" FITTING ENCAP PVC SLB/EPDM BLTD TXT	120	194.32	EA	23,318.40
---	-----	--------	----	-----------

34200015 2" FITTING BKHD SxT PVC EPDM GSKT	240	77.73	EA	18,655.20
--	-----	-------	----	-----------

1035000N97804 18" VENT ASSY MUSHROOM W/MESH SCREEN THR FIT 18" MANWAY RING	120	282.78	EA	33,933.60
--	-----	--------	----	-----------

Freight estimate:

20 loads @ \$5400.00 each load

Harrington's standard Terms and conditions apply. Please visit
<https://www.hipco.com/terms-and-conditions-sale> for the full
 Terms and Conditions

Due to recent volatility in U.S. government tariff regulations
 --whether enacted or under review--all quotes remain provisional
 and are subject to price adjustments or surcharges. Pricing
 provided is valid for 24 hours from the time of the quotation
 and may be adjusted up until receipt of a confirmed Purchase Order

Continued

Harrington Industrial Plastics
601 Eagleton Downs Drive
Pineville NC 28134
704-588-0541
704-588-5742 Fax

Quotation# 035D5490
Written: JKL
Quote Date 09/11/25
Expire Date 09/25/25
Page 2 OF 2

Product/Description	Quantity	Price	U/M	Extension
---------------------	----------	-------	-----	-----------

and approval to proceed with production.

(ADD: 900.00 per tank
for Freight)

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
2,261,496.00	0.00	0.00	2,261,496.00

Thanks For Thinking Harrington.

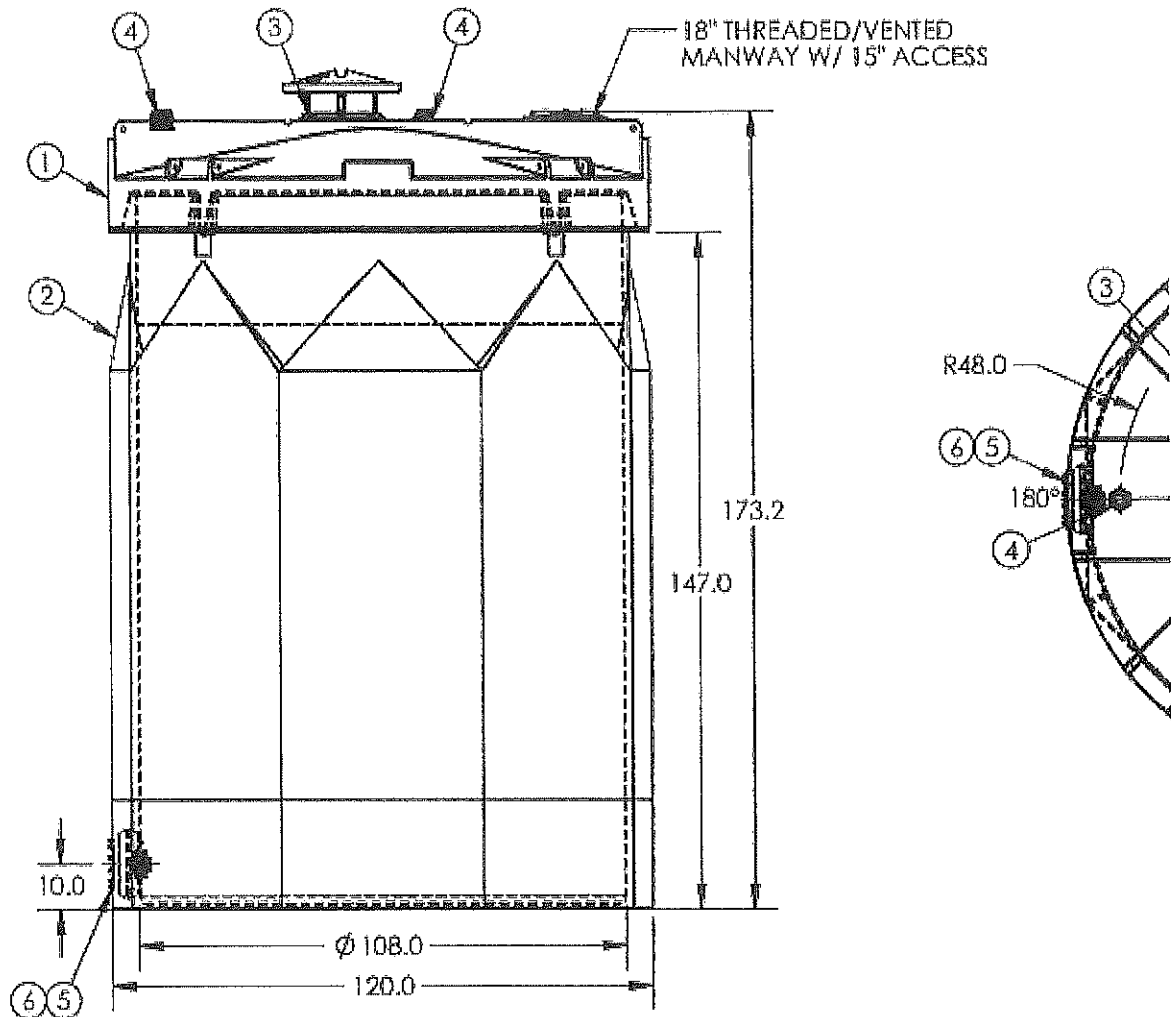
Respectfully J. Ken Lowder

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

BRINE/CALCIUM CHL



*ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.
 *ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SH PROCEDURE.
 *TANKS ORDERED WITH FOAM INSULATION WILL HAVE AN INCREASED DIAMETER OF 4-6 INCHES.
 *Consult Snyder's Guidelines for Use and Installation prior to delivery.
 Available on-line at <http://www.snyderindustrialtanks.com/technical>
 ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A $\pm$ 3% TOLERANCE.

7	1	00000175	PRO
6	1	34700449	FIG
5	1	1070000N93808	ASM
4	2	342001015	FIG
3	1	1035000N97802	ASM
2	1	5640000N97401	ASM
1	1	5660000N97401	ASM
ITEM NO.	QTY.	PART NUMBER	

CUSTOMER: SC DOT

DO NOT SCALE	DRAWN BY
Released	SH

© TANK HOLDING, CORP, 2024

ALL DIMENSIONS, WEIGHTS, AND INFORMATION SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FOR THE USE OF THE TANKS SHOWN HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FOR THE USE OF THE TANKS SHOWN HEREON.

Jamie Perdue
 Tank Specialist
 Harrington
 M: 854-683-0677 | jperdue@HIPCO.com

From: SNYDER
 INDUSTRIES

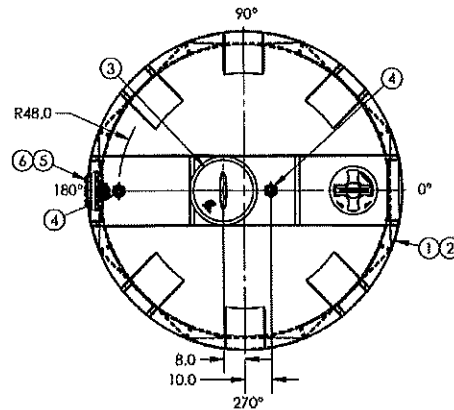
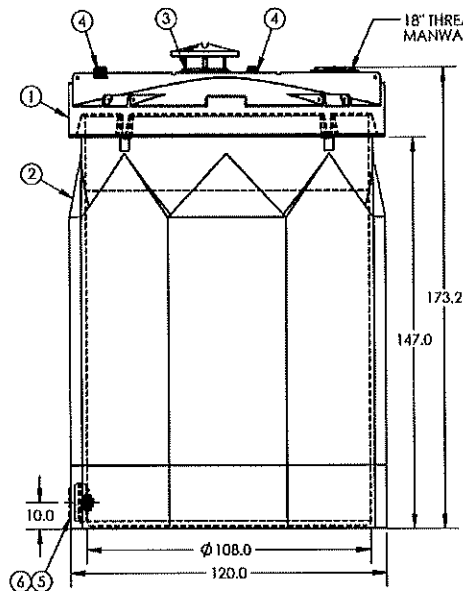
TANK

SPECIFICATION

BRINE/CALCIUM CHLORIDE STORAGE

CUSTOMER APPROVAL

☐ APPROVED FOR PRODUCTION AS DRAWN.
☐ REVISE AS NOTED & RESUBMIT FOR APPROVAL.
 SIGNATURE: _____
 DATE: _____
 DRAWING IS NOT VALID UNLESS SIGNED.



*ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.
 *ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SH PROCEDURE.
 *TANKS ORDERED WITH FOAM INSULATION WILL HAVE AN INCREASED DIAMETER OF 4-6 INCHES.
 *Consult Snyder's Guidelines for Use and Installation prior to delivery.
 Available on-line at <http://www.snydersindustrialtanks.com/technical>
 ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A ± 3% TOLERANCE.

ITEM NO.	QTY.	PART NUMBER	DESCRIPTION	SHOWN	ENG. COMMENTS
1	1	00000175	PROTECTIVE PLASTIC 4000'X800'X2000'	NO	YES
2	1	1070000173808	PVC 2"X1/2" 90° ELBOW 1/2" NPT X 1/2" NPT	YES	YES
3	1	1070000173808	ASM 1/2" BRIG CUP 1/2" NPT X 1/2" NPT	YES	YES
4	1	00000015	PVC 2"X1/2" 90° ELBOW 1/2" NPT X 1/2" NPT	YES	YES
5	1	1070000173808	ASM 1/2" BRIG CUP 1/2" NPT X 1/2" NPT	YES	YES
6	1	00000015	ASM 1/2" BRIG CUP 1/2" NPT X 1/2" NPT	YES	YES
7	1	00000015	ASM 1/2" BRIG CUP 1/2" NPT X 1/2" NPT	YES	YES
8	1	00000015	ASM 1/2" BRIG CUP 1/2" NPT X 1/2" NPT	YES	YES
9	1	00000015	ASM 1/2" BRIG CUP 1/2" NPT X 1/2" NPT	YES	YES
10	1	00000015	ASM 1/2" BRIG CUP 1/2" NPT X 1/2" NPT	YES	YES

CUSTOMER:	SC DOJ	CUSTOMER NO.:	
REVISED:	NO MORE	SHOWN BY:	SHOWN BY:
Released	SHOWN BY:	SHOWN BY:	SHOWN BY:
SHOWN BY:	SHOWN BY:	SHOWN BY:	SHOWN BY:
SHOWN BY:	SHOWN BY:	SHOWN BY:	SHOWN BY:
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ASM TK 5500CP X 108
 HD/NAT 1.5

5660000N974

Vertical Double Wall Captor™ Polyethylene Tank Specification

PART 1 - GENERAL

1.01 Scope

- A. This specification covers upright, double wall, flat bottom storage tank assemblies. The assembly consists of one cylindrical inner primary tank and one blended form octagonal outer secondary tank. Each tank is molded in one-piece seamless construction by rotational molding (laminated or fabricated tanks will not be accepted). The tanks are designed for above-ground, vertical installation and are capable of containing chemicals at atmospheric pressure. The assembly shall be designed to prevent rainwater from entering the containment tank. The design shall allow direct primary tank base retention for up to seismic conditions per IBC code requirements. The containment tank shall be designed to hold a minimum of 115% of the normal fill capacity of the primary tank. Included in this specification are requirements for material properties, design, construction, dimensions, tolerances, workmanship, and appearance. Tank capacities are from 550 gallons (2082 L) up to 12,500 gallons (47,313 L).
- B. This specification does not cover the design of vessels intended for use at pressures above or below atmospheric conditions. It is also not for vessels intended for use with liquids heated above their flash points, temperatures above 140 degrees Fahrenheit for Type I materials, or temperatures above 130 degrees Fahrenheit for Type II materials. (Note: See 1.08 A.2. for chemicals being stored above 100 degrees F)
- C. Contractor shall supply and install all materials, equipment, appurtenances, specialty items, and services required to provide an upright, double wall, flat bottom, closed top, polyethylene storage tank for storage of the chemical application(s) described in Table I. Each tank is to be molded in one-piece seamless construction according to ASTM D 1998 (laminated or fabricated tanks will not be accepted) and will be capable of storing the chemical application at atmospheric pressure.

1.02. Manufacturer

- A. Tanks shall be manufactured by Snyder Industries Inc. or approved equal.

1.03 Applicable Documents

- A. ASTM (American Society for Testing and Materials) Standards:
 - 1. D618 Conditioning Plastics and Electrical Insulating Materials for Testing
 - 2. D638 Tensile Properties of Plastics
 - 3. D790 Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 4. D883 Definitions of Terms Relating to Plastics
 - 5. D1505 Density of Plastics by the Density-Gradient Technique
 - 6. D1525 Test Method for Vicat Softening Temperature of Plastics
 - 7. D1693 Test Method for Environmental Stress-Cracking of Ethylene Plastics
 - 8. D1998 Standard Specification for Polyethylene Upright Storage Tanks
 - 9. D2765 Degree of Crosslinking in Crosslinked Ethylene Plastics as Determined by Solvent Extraction
 - 10. D2837 Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
 - 11. D3892 Practice for Packaging/Packing of Plastics
 - 12. F412 Definitions of Terms Relating to Plastic Piping Systems
- B. ARM (Association of Rotational Molders) Standards: Low Temperature Impact Resistance (Falling Dart Test Procedure)
- C. ANSI Standards: B-16.5 Pipe Flanges and Flanged Fittings
- D. OSHA Standards: 29 CFR 1910.106 Occupational Safety and Health Administration, Flammable and Combustible Liquids
- E. IBC CODE: International Building Code 2021 Edition
- F. CBC Code: California Building Code 2022 Edition
- G. NSF/ANSI Standard 61 – Drinking Water System Components (Type II resin)
- H. 40 CFR-264.193

1.04. Submittals

- A. Drawings and Data: The manufacturer's shop drawings shall be approved by the engineer or contractor prior to the manufacturing of the tank(s). Data and specifications for the equipment shall include, but shall not be limited to the following submittals.

1.06. Chemical Compatibility

A. Chemical compatibility shall be according to the following chemical resistance guides:

Compass Publications -

Pruett, Kenneth M., "Chemical Resistance Guide for Plastics"

Pruett, Kenneth M., "Chemical Resistance Guide for Metals and Alloys"

Pruett, Kenneth M., "Chemical Resistance Guide for Elastomers III"

B. These references shall be considered as general guidelines only. In many cases, combinations of these chemicals are used in such a way that only the customer (by testing molded product samples) can make a determination in regards to acceptability.

Note: Contact the manufacturer for applications that are not listed below.

Chemical	Concentration	Resin	Design Info	Fitting Material	Gasket Material	Bolt Material
Acetic Acid	60	HDLPE & XLPE	1.5/ASTM	PP/PVC	EPDM	316SS/Hastelloy/Titan.
Acetic Acid	80	HDLPE	1.9/ASTM	PP	EPDM	316SS/Hastelloy/Titan.
Acrylic Emulsions	50	XLPE	1.9/ASTM	PVC	EPDM	316SS
Aluminum Sulfate	50	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Ammonium Sulfate	40	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Calcium Carbonate	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Calcium Chloride	40	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Citric Acid	Saturated	HDLPE	1.9/ASTM	PVC/PP	EPDM	316SS
DEF (Diesel Exhaust Fluid)	32.5	HDLPE & XLPE	1.35/ASTM	316SS	EPDM	316SS
Deionized Water	Up to 18.3 MΩ	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS
Ethylene Glycol	100	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Ferric Chloride	50	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	Hastelloy/Titan.
Ferric Sulfate	60	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Ferrous Chloride	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	Hastelloy/Titan.
Ferrous Sulfate	20	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	Hastelloy
Hydrochloric Acid	37	HDLPE	1.9/ASTM	PVC	Viton	Hastelloy
Hydrofluoric Acid	48	HDLPE	1.9/ASTM	PP/PVC	Viton	Hastelloy
Hydrofluosilicic Acid	26	HDLPE/XLPE*	1.9/ASTM	PP/PVC	Viton	Hastelloy
Hydrogen Peroxide	50	HDLPE	1.9/ASTM	PVC	Viton	316SS/Hastelloy/Titan.
Magnesium Chloride	30	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Motor Oil	100	HDLPE & XLPE	1.9/ASTM	316SS	Viton	316SS
Peracetic Acid	30	HDLPE	1.9/ASTM	316SS	Aflas	316SS
Phosphoric Acid	85	HDLPE	1.9/ASTM	PVC	Viton	316SS
Polyaluminum Chloride		HDLPE & XLPE	1.9/ASTM	PVC	EPDM	Hastelloy
Polymers***		HDLPE or XLPE***	1.5/ASTM	PVC or 316SS	EPDM or Viton***	316SS
Potable Water		HDLPE	1.5/ASTM	PVC	EPDM	316SS
Potassium Carbonate	50	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Potassium Hydroxide	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Propylene Glycol		HDLPE & XLPE	1.9/ASTM	PP/316SS	EPDM	316SS
Sodium Bisulfate		HDLPE	1.9/ASTM	PVC/PP	EPDM	316SS
Sodium Bisulfite		HDLPE	1.9/ASTM	PVC/PP	EPDM	316SS
Sodium Carbonate	30	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Sodium Carbonate	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Sodium Hydroxide	50	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Sodium Hypochlorite-in (Non-UV)	<16.5	HDLPE	1.9/ASTM	PVC	Viton	Titanium
Sodium Hypochlorite-out (UV)	<16.5	HDLPE #880059	1.9/ASTM	PVC	Viton	Titanium
Sodium Hypochlorite-out (UV)	<16.5	HDLPE Insulated	1.9/ASTM	PVC	Viton	Titanium
Sodium Thiosulfate	40	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Sulfuric Acid	98	HDLPE #880046*	1.9/ASTM	CPVC	Viton	Hastelloy
Sulfuric Acid	93	HDLPE #880046*	1.9/ASTM	CPVC	Viton	Hastelloy
Surfactants		XLPE	1.5/ASTM	PVC	EPDM	316SS
Urea Solution	50	HDLPE & XLPE	1.35/ASTM	PP/PVC	EPDM	316SS
Water w/Ozone up to 10 PPM		HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS
Zinc Orthophosphate		HDLPE	1.9/ASTM	PP/316SS	EPDM	316SS

* Chemical may cause tank material to discolor.

** 316SS may pit upon drying.

*** There are a wide variety of polymer chemical compositions. To confirm compatibility, secure an SDS and have it reviewed by Snyder and/or your chemical supplier.

For chemicals or chemical blends not listed on the above chart, please contact Snyder Industries

Table II – Tank Schedule

Tank Reference #				
Quantity				
Capacity - Side Wall				
Specific Gravity-- designed				
Diameter (nominal)				
Height (feet) maximum				
Tank Resin (primary/secondary)				
Type I XLPE				
Type II HDLPE				
Color				
Manway Type				
Fitting Material				
Gasket Material				
Bolt Material				

Note: Useable Volume is the height between the drain outlet and the "Full" line on the tank. Specified tank volume is larger than the useable volume. Check useable volume for tanks designed to take full truck loads.

1.09. Quality Assurance & Test Methods

- A. The tanks of the same material furnished under this Section shall be supplied by a manufacturer who has been regularly engaged in the design and manufacturing of rotationally molded polyethylene chemical storage tanks using cross-linked and high density linear polyethylene tanks for over ten years.
- B. Dimensions and Tolerances
 1. All dimensions will be taken with the tank in the vertical position, unfilled. Tank dimensions will represent the exterior measurements.
 2. The tolerance for the outside diameter, including out of roundness, shall be per ASTM D1998.
 3. The tolerance for fitting placements shall be +/- 0.5 in. in elevation and 2 degrees radial at ambient temperature.
- C. Low Temperature Impact Test (*copy of the test report will be provided if ASTM documents are ordered*)
 1. Test specimens shall be taken from fitting location areas.
 2. Test specimens shall be conditioned at (- 40) degrees Fahrenheit for a minimum of 2 hours.
 3. The test specimens shall be impacted in accordance with the standard testing methods as found in ASTM D1998. Test specimens < ½" thickness shall be tested at 100 ft. lb. Test specimens > ½" thickness shall be tested at 200 ft. lb.
- D. Degree of Crosslinking Test (% Gel – Type I Resin Only)
 1. The test method used is to be the o-xylene insoluble fraction (gel test) per ASTM D2765 Method C. This test method is for determination of the ortho-xylene insoluble fraction (gel) of crosslinked polyethylene. A Gel test will be conducted if ordered by the customer.
 2. The percent gel level for Type I tanks on the inside 1/8 in. of the wall shall be a minimum of 65%.
- E. Ultrasonic Tank Thickness Test (*copy of the test report will be provided if ASTM documents are ordered*)
 1. All primary tanks 2000 gallons or larger shall be measured for tank wall thickness at 6", 1ft., 2ft. and 3ft. on the tank sidewall height at 0° and 180° around the tank circumference with 0° being the tank manway and going counter-clockwise per ANSI standard drafting specifications. A copy of this test report can be ordered when placing the original tank order. All tanks shall meet design thickness requirements and tolerances.
 2. Tanks smaller than 2000 gallons are only periodically measured at the start of a production run or after any design changes. Customers can place an order for tank wall thickness measurements on smaller tank sizes when placing the original order. A copy of the test report will be provided if ordered.

B. Fittings - Self-Aligning Threaded Bulkhead (Remove if not required)

1. Self-Aligning fittings are available for installation in vapor phase applications on curved surfaces depending on the spherical dome radius and the placement of the fitting on the tank dome. Fittings must be placed away from tank radius'. Consult SII for placement questions. The maximum allowable size for self-aligning fittings placed on a spherical section of the tank is shown below.

Tank Diameter	Maximum Fitting Size Allowable
45 in. - 48 in.	2 in.
64 in. - 142 in.	3 in.

Tank thickness and fitting angle may need to be considered for self-aligning fitting placement. The maximum thickness and installation angles for each fitting size are shown below.

Fitting Size	Maximum Angle	Maximum Thickness
1 in.	27 degrees	1.000 in.
2 in.	25 degrees	0.750 in.
3 in.	20 degrees	1.000 in.

2. The self-aligning fittings shall be constructed of PVC or CPVC. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50 durometer EPDM, 60-70 durometer Viton®, or other specified material.

C. Fittings - Bolted Double 150 lb. Flange Fittings (Remove if not required)

1. Bolted double flange fittings are available for below liquid level installation for sizes 2 in. through 4 in. depending on the placement of the fitting in the tank. Fittings must be placed away from tank knuckle radius' and flange lines. Consult SII for placement questions. Bolted double flange fittings provide the best strength and sealing characteristics of any tank fitting available. Allowable fittings sizes based on tank diameter for curved surfaces are shown below.

Tank Diameter	Maximum Bolted Fitting Size Allowable
48 in. - 86 in.	3 in.
90 in. - 102 in.	6 in.
120 in. - 142 in.	8 in.

The bolted double flange fittings shall allow tank wall thickness up to 2 1/2 in.

2. The bolted double flange fitting shall be constructed with 2 ea. 150 lb. flanges, 2 ea. 150 lb. flange gaskets, and the correct number and size of all-thread bolts for the flange specified by the flange manufacturer. The flanges shall be constructed of PVC Type I, Grade I, or other specified material. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50 durometer EPDM, 60-70 durometer Viton® or other specified material. There shall be a minimum of 4 ea. full thread bolts. The bolts may have gasketed flanged metal heads or bolt heads encapsulated in Type II polyethylene material. The encapsulated bolt shall be designed to prevent metal exposure to the liquid in the tank and prevent bolt rotation during installation. The polyethylene encapsulation shall fully cover the bolt head and a minimum of 1/4" of the threads closest to the bolt head. The polyethylene shall be color coded to distinguish bolt material (white - 316 S.S., yellow - Hastelloy C276, green - Titanium). Each encapsulated bolt shall have a gasket to provide a sealing surface against the inner flange.
3. Standard orientation of bolted double flange fittings shall have bolt holes straddling the principal centerline of the tank in accordance with ANSI/ASME B-16.5 unless otherwise specified.

D. Fittings - Bolted Stainless Steel Fittings (Remove if not required)

1. Bolted stainless steel fittings are available for below liquid level installation depending on the tank diameter and the placement of the fitting in the tank. Fittings must be placed away from tank knuckle radius' and flange lines. Consult SII for placement questions. Allowable fittings sizes based on tank diameter for curved surfaces are shown below.

Tank Diameter	Maximum Bolted Fitting Size Allowable
48 in.	3 in.
64 in. - 142 in.	4 in.

The bolted stainless steel fittings shall allow tank wall thickness up to 2 1/2 in.

2.02. Tank Attachments

A. Level Indication

1. Sight Level Gage (Remove if not required)

- a. The sight level gage shall be constructed of flexible PVC tubing to allow for tank contraction and expansion due to loading and temperature changes. The level gage shall be connected to the tank at the top of the tank with 1ea. appropriate 3/4" fitting as described in section 2.01 A, C or D and to a tee off of the drain / transition fitting. Each fitting can have valves installed for isolation or drainage purposes.

2. Reverse Float Level Gage (only available in tanks constructed with Type II resin) (Remove if not required)

- a. The float level gage shall be constructed of a guided float on the inside of the tank connected to a weight indicator on the exterior of the tank with a 1/4" rope. The weighted indicator shall move along inside a clear guide pipe and may be equipped with an optional gallonage indicator board. The gallonage indicator board is made of PVC material and may be attached to the clear guide pipe. If specified the board shall be stenciled with one hundred gallon marks and labeled every five hundred gallons. The level gage shall be connected to the tank at an appropriate tank flat on the tank dome with a 3" threaded bulkhead fittings and held along the tank sidewall with appropriate 1" fittings and stand-off connections.
- b. The float level gage rigid components shall be constructed of PVC. The rope shall be constructed of polypropylene or other specified material. Gaskets shall be constructed of EPDM, Viton® or other specified material.

3. Ultrasonic Level Indicator (Remove if not required)

- a. The ultrasonic enclosure is to be an all plastic design with a NEMA 4X rating. The ultrasonic transducer is to have a 12" dead band and beam with a 20 ft range. The supply voltage can be 110, 220 VAC or 24 VDC. The connection to the tank is to be 2" NPT.
- b. The ultrasonic level indicator shall provide a visual display of liquid level in the tank showing gallonage in measurement of hundreds of gallons along with 4-20 mA output for other alarm or control systems as well as four independent contacts capable of handling 10 amps each. Each contact can be programmed to operate in different opening and closing methods (7 modes). Contacts can be used to control pumps, valves, alarms, etc.

B. Leak Detector Unit (Remove if not required)

The leak detector unit shall consist of a proximity sensor, a welded 2 in. fpt connection, a 2 in. bung plug with a 3/4 in strain relief, and an indicator box. The sensor is placed in the interstitial space between the primary and secondary tanks approximately 1 in. above the tank bottom. The indicator box shall be Nema 4 rated and factory pre-wired for 110 VAC power. All connections shall be labeled to prevent errors in field installation.

1. Standard Model - The indicator box will show a green light when power is on and the sensor is not detecting a liquid. The light is a push to test light allowing the operator to test for power outage or malfunction. If the green light goes out there are two possibilities. The green light does not come on when the button is pushed. This would indicate a lack of power to the unit or the light bulb is burned out. If the green light comes on when pushed, then a possible leak condition is indicated.
2. Audible Model - Shall be supplied with audible and visual alarms. Additionally, it shall include a normally open (NO) or normally closed (NC) auxiliary outputs that can be wired to another alarm source such as a PLC or auto-dialer.

C. Threaded Manways and Fill Caps (Remove if not required)

1. Manways are available in an 18 in. vented or non-vented threaded design or hinged style (minimum opening diameter of 15 in.) and a 24 in. vented or non-vented threaded or hinged style (minimum opening diameter of 22 in.) on various tank sizes. Check the manufacture's specification drawing for availability and position.
2. All caps and manways shall be constructed of polyethylene material.

D. Bolted Sealed Top Manway (Remove if not required)

1. Sealed manways are available in 14, 18, 20 and 24 in. sizes on certain tanks in selected positions. Consult the manufacturer for placement positions.
2. The sealed manway shall be constructed of polyethylene material. The bolts shall be polypropylene or other specified material. The gaskets shall be closed cell, crosslinked polyethylene foam and Viton® o-rings to seal the bolts.

5. The heating panels shall be designed to wrap around and lie flat against the surface of the secondary containment tank. The heating panels shall have a maximum heating density of 0.06 watts per square centimeter. All heating panels and sensor bulbs shall be attached to the tank with 2" wide duct tape. The high temperature sensor shall directly sense the temperature of the heating panels on the secondary containment tank. The maintenance temperature sensor shall directly sense the temperature of the inner primary tank. Under no circumstances shall cable type heaters be used with polyethylene tanks.
6. Insulation used shall be polyurethane foam with a density of 2.0 - 3.0 lb./ft³ with a "R" value of 6.3/in. The foam shall be applied with a nominal thickness of 2" to all external tank surfaces except the tank bottom shell.
7. Upon completion of application and curing of the insulation, two full coverage coats of latex mastic coating shall be applied to the surface of the insulation in such manner as to seal the insulation from the outside environment. The latex mastic can be ordered in gray (standard) or white in color.

2.03 Warranty

- A. The tank shall be warranted for three years in regards to defects in materials and workmanship. The warranty on fittings and accessories supplied by the tank manufacturer will be for one year. The warranty will begin at time of shipment.
- B. Snyder Industries may offer extended warranties on tanks (up to a maximum of 5 years) in regards to defects in materials and workmanship in certain applications or as a purchased option. Please consult Snyder Industries if you have any questions regarding extended warranty coverage and/or requirements.

2.04 Marking, Packing and Packaging

- A. The tanks shall be marked to identify the product, date (month and year) of manufacture, capacity, and serial number. The tank shall be shipped with a 3 of 9, HRI bar code label containing tank description, manufacturing order number, part number, serial number, manufacturer, and date.
- B. The proper caution or warning signs as prescribed by OSHA standard 29 CFR 1910.106 shall be customer determined and supplied.
- C. All packing, packaging, and marking provisions of ASTM Practice D3892 shall apply to this standard.
- D. Customer specified labeling is available.
- E. Tank shrink wrapping and bagging is available upon customer request.
- F. All fittings that do not interfere with tank shipment shall be installed unless otherwise specified. Fittings and accessories that interfere with tank shipment or could be broken during shipment are shipped separately.
- G. Permanent Labels:
 1. Engraved stainless steel identification plate. Must be ordered by customer. (remove if not required)
 2. National Fire Protection Association label specifically coded for the tank contents in accordance with NFPA 30. (to be supplied by the contractor).
 3. Stencil the chemical label on to the tank wall to be clearly visible from outside the tank enclosure. Must be ordered by customer. (remove if not required)

PART 3 - EXECUTION

3.01 Shipping, Delivery & Storage

- A. Since there are variations in methods of shipping, SII's instructions shall be followed in all cases.
- B. Transportation, handling, storage of the tanks, and installation shall be in accordance with the manufacturer's printed instructions.
- C. Upon receipt of the tank and accessories the purchaser and/or his agent shall be responsible for inspection for damage and to verify that the system is complete. If damage has occurred, a claim should be filed with the carrier by the purchaser, and the manufacturer should be notified prior to the tank being put into service. All fittings and accessories need to be installed and adjusted in the field according to the manufacturer's Guidelines for Use & Installation.
- D. Consult the manufacturer's "Guideline for Use and Installation" booklet included with your tank for unloading instructions on specific tanks. This booklet can be found attached to the cap or manway area on the inside of the tank. Tanks with capacities of 550 gallons or more have molded-in lifting lugs provided to assist with handling the empty tank. Shipping cables are attached to secure the primary and secondary tank together to be moved assembled and must remain intact while moving the tank. Once the tank is in position, the shipping cables shall be removed from the tank.

GERERAL HISTORY OF OUR BUSINESS

HARRINGTON

Process Solutions since 1959

6150 Cockrill Bend Circle
Nashville, TN 37209
(615) 726-0112

To: SC DOT

This letter is to give some history with Harrington's tank experience and expertise. Harrington has been a master distributor of tanks for more than 30 years. We are the top distributor in terms of sales and volume for both the largest Poly and Fiberglass tank manufacturers in the United States. Our annual sales are in excess of \$30 million, for chemical, industrial, water, and brine applications. Our largest tank project to date was a \$15 million project where we provided a combination of over 200 poly and fiberglass tanks in an 8-month timeframe. Some notable customers of Harrington that we can't share all the details of the projects because of NDA's include TSMC, META, Facebook, Procter and Gamble, Texas Instruments, Samsung, Univar, First Solar, Hormel Foods, in addition to municipalities in every state in the US.

Another added benefit of working with Harrington is that we employ specialty groups across our product lines that assist our sales teams in technical applications. We have a team of "Tank Specialists" across the United States for additional support in the field and with specs and vendor relations, to service our customers to the best of our ability.

Sincerely,

Cliff Wyatt
Harrington
Director of Sales
Fiberglass, Tanks, and Plastic-Lined Steel
615-426-9055
cwyatt@hipco.com

Most Recent tank Projects

**WASTEWATER SYSTEM IMPROVEMENTS
HIWASSEE RIVER WWTP
EFFLUENT REUSE PROJECT
CONTRACT 24-01**

SUBMITTAL COVER LETTER

OWNER: CLEVELAND UTILITIES AUTHORITY
1860 OLD LOWER RIVER ROAD NW
CHARLESTON, TN 37310
(WWTP SITE LOCATION)

ENGINEER: J.R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC.
2835 LEBANON PIKE
NASHVILLE, TN 37214

CONTRACTOR: HERRICK COMPANY, INC.
780 ENTERPRISE DRIVE
LEXINGTON, KY 40510

SUBCONTRACTOR/
VENDOR: GUTHRIE SALES & SERVICE
BRENTWOOD, TN 37027

MANUFACTURER: SNYDER INDUSTRIES
402-467-5221

DATE SUBMITTED: AUGUST 26, 2025

SUBMITTAL NO. 10C-02

DOUBLE WALL CHEMICAL TANK SUBMITTAL

Spec. Section No.: 10C – Sodium Hypochlorite Disinfectant System

Drawing Location: Sheet 3

APPROVAL STAMPS

☒ Approved As Submitted
☐ Approved As Noted
☐ Rejected, Revise & Resubmit

This review is for conformance with the design concept general requirements and does not relieve the subcontractor or supplier from compliance with the requirements of the drawings and specifications. The subcontractor or supplier is responsible for confirming all quantities and dimensions.

HERRICK COMPANY, INC.

DATE: 8/26/25 BY: CL

SHOP DRAWING REVIEW

NO EXCEPTIONS TAKEN ☒	REVISE AS NOTED ☐	REJECTED, REVISE & RESUBMIT ☐
---	--	--

BY Rick Sneed DATE 9/02/2025

"THE REVIEW OF SHOP DRAWINGS IS GENERAL AND SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY FOR ADHERENCE TO THE PLANS AND CONTRACT DOCUMENTS, NOR RELIEVE HIM OF THE RESPONSIBILITY FOR ANY ERROR WHICH MAY EXIST. THE CONTRACTOR IS RESPONSIBLE FOR ANY MODIFICATIONS TO THE PLANS AND/OR CONTRACT DOCUMENTS REQUIRED BY THIS SUBMITTAL."

J.R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC.
908 WEST BROADWAY AVENUE, MARYVILLE, TN 37801

**WASTEWATER SYSTEM IMPROVEMENTS
HIWASSEE RIVER WWTP
EFFLUENT REUSE PROJECT
CONTRACT 24-01**

SUBMITTAL COVER LETTER

EXCEPTIONS/CLARIFICATIONS

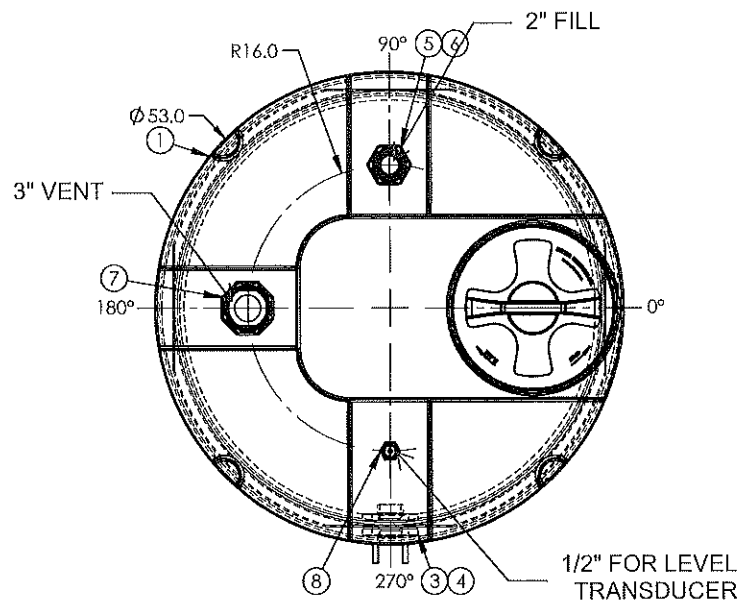
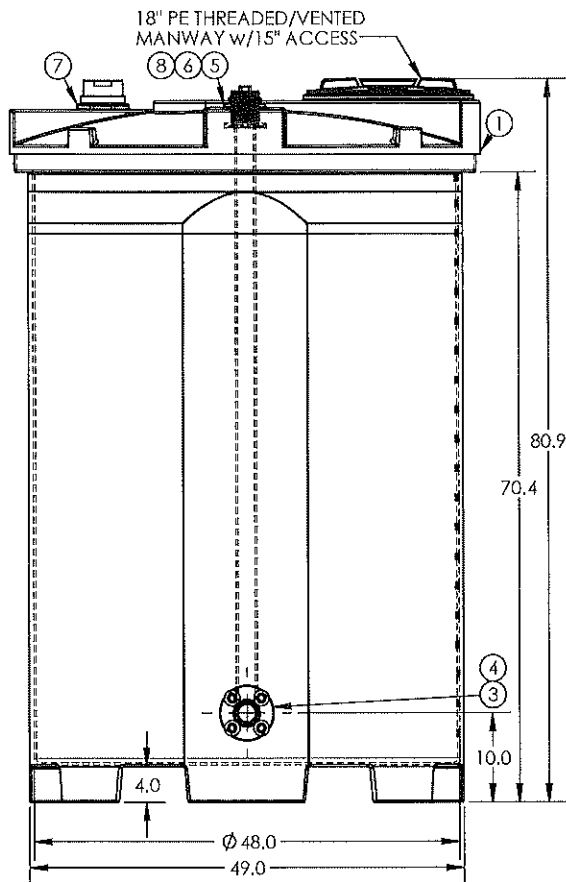
Exceptions:

1. None.

Notes/Clarifications:

1. Please see attached Double Wall Chemical Tank Submittal.

**Cleveland TN Hiwassee River WWTP
Sodium hypochlorite double wall tank**



*THC DOES NOT RECOMMEND OR WARRANT UNSUPPORTED PIPE LENGTHS GREATER THAN 60"

8	1	34700234	ASM FITTING PVC 1/2IN BH SXT W/VITON	YES	YES
7	1	34700239	ASM FTG PVC 3IN BH SXT W/VITON	YES	YES
6	6 FT	34700050	PIPE PVC 2IN SCH 80	YES	YES
5	1	34700238	ASM FITTING PVC 2IN BH SXT W/VITON	YES	YES
4	1	33100021	GASKET VITON 2IN BOLTED FITTING	YES	YES
3	1	34700687	ASM FTG PVC 2BLTD TLB VITON	YES	YES
2	1	00000171	PROTECTIVE PLASTIC PACKAGING 200 - 850	NO	YES
1	1	5780102N95801	TK 500DCT X 48 XL/NAT-HD/NAT 1.9	YES	YES

CUSTOMER: **HIP NASHVILLE TN** CUSTOMER NO: **029R1019**

DO NOT SCALE	DRAWN BY	DATE	REVISION
Released	ECJ	6/17/2021	A
© TANK HOLDING, CORP, 2021		TK 500DCT X 48 XL/NAT-HD/NAT 1.9	SHEET
ALL DIMENSIONS, DESIGN, AND INFORMATION ON THIS PRINT ARE THE PROPERTY OF TANK HOLDING, CORP. AND MAY NOT BE REPRODUCED OR USED WITHOUT WRITTEN PERMISSION OF TANK HOLDING, CORP. OR ITS AGENTS OR THE TRUL.		5780102N958	1 OF 1

*ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.
 *ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SHIPMENT PROCEDURE.
 *TANKS ORDERED WITH FOAM INSULATION WILL HAVE AN INCREASED DIAMETER OF 4-6 INCHES.
 *Consult Snyder's Guidelines for Use and Installation prior to delivery.
 Available on-line at <http://www.snyderindustriestanks.com/Technical>
 ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A ± 3% TOLERANCE.

CUSTOMER APPROVAL

☐ APPROVED FOR PRODUCTION AS DRAWN.

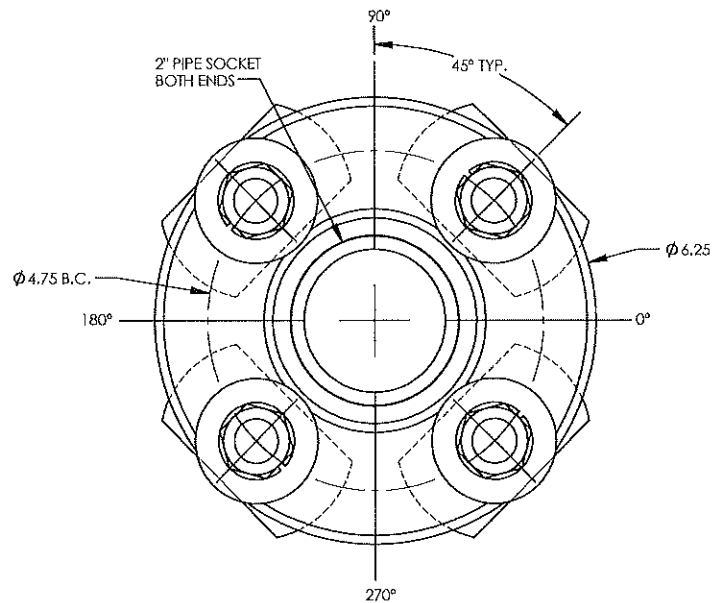
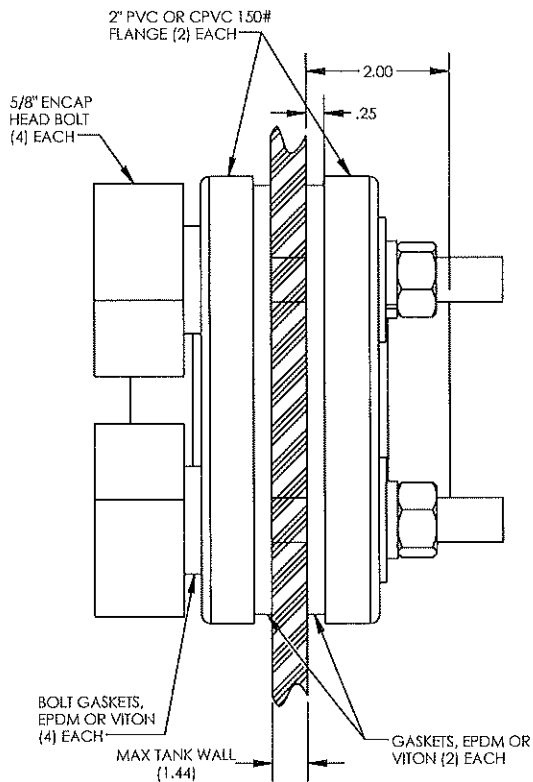
☐ REVISE AS NOTED & RESUBMIT FOR APPROVAL.

SIGNATURE: _____

DATE: _____

DRAWING IS NOT VALID UNLESS SIGNED

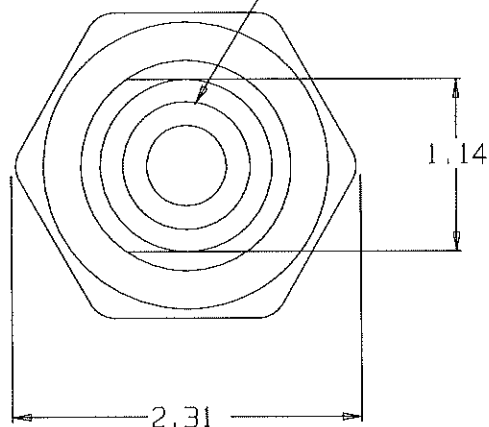
FITTING PART NUMBER	FLANGE MATERIAL	GASKET MATERIAL	HARDWARE MATERIAL
34700221	PVC	EPDM	SS
34700222	PVC	VITON	SS
34700658	PVC	EPDM	HASTELLOY
34700659	PVC	VITON	HASTELLOY
34700686	PVC	EPDM	TITANIUM
34700687	PVC	VITON	TITANIUM
34700758	CPVC	EPDM	SS
34700759	CPVC	VITON	SS
34700886	CPVC	VITON	HASTELLOY
34700891	CPVC	VITON	TITANIUM



ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A $\pm$ 3% TOLERANCE.

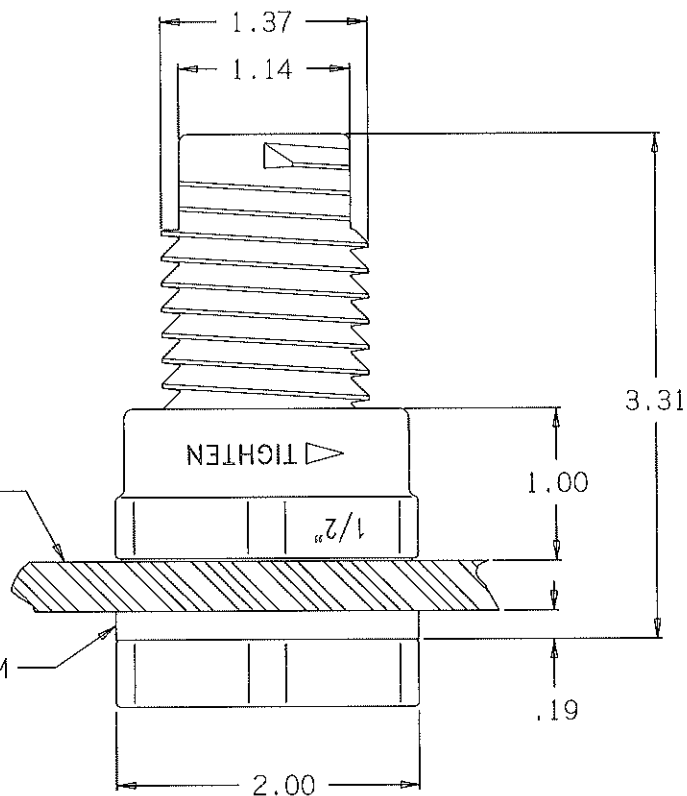
DO NOT SCALE	DRAWN BY	DATE	REV	DESCRIPTION	DATE
Released	IGG	10/1/2021	1	2IN DOUBLE FLANGED PVC/CPVC BOLTED FITTINGS	10/1/2021
© TANK HOLDING CORP, 2022					
ALL RIGHTS RESERVED. DESIGN AND INFORMATION ON THIS PART MAY BE CONSIDERED PROPRIETARY TO TANK HOLDING CORP. AND MAY NOT BE USED, COPIED, OR REPRODUCED WITHOUT WRITTEN PERMISSION OF AN OFFICER (OR THE AGENT) OF THE EPA.					
TANK HOLDING CORP.		TANK HOLDING CORP.		TANK HOLDING CORP.	
(402) 467-5221		www.snyderel.com		www.snyderel.com	
SEE CHART		D011329		D011329	

1/2" PIPE THREADS



TANK WALL
2.08" MAX.

GASKET (EPDM
OR VITON)



MATERIAL	EPDM	VITON	STYLE
PVC	34200066	34700234	SOCxTHD
PP	34100047	34700241	THDxTHD

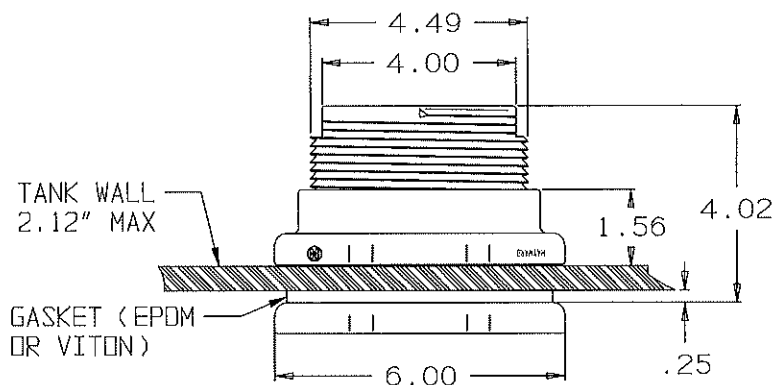
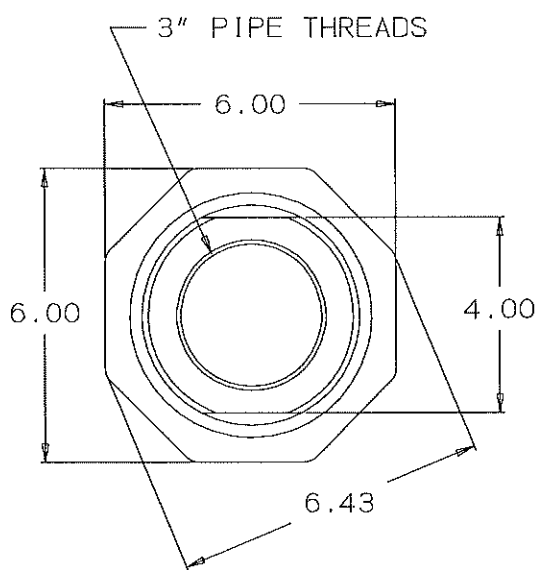
1/2" THREADED BULKHEAD FITTING

(all dimensions in inches)

dwg: 12THREAD.ckd

11/03/09

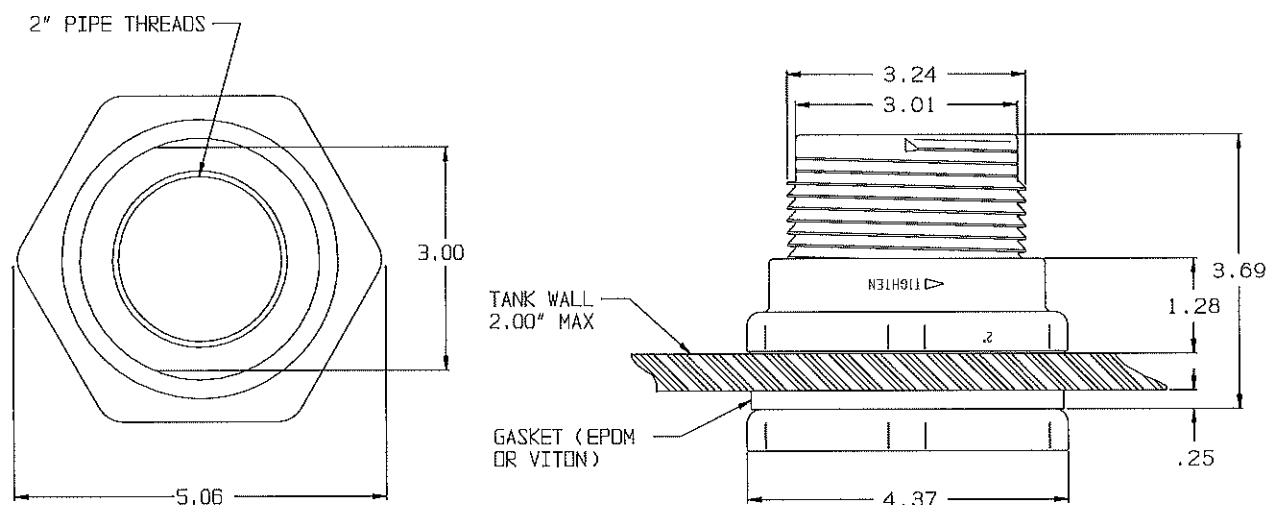
(all dimensions in inches)



MATERIAL	EPDM	VITON	STYLE
PVC	34200016	34700239	SOCxTHD
CPVC	34400122	34700754	SOCxTHD
PP	34100052	34700172	THDxTHD

3" THREADED BULKHEAD STYLE FITTINGS

(all dimensions in inches)



MATERIAL	EPDM	VITON	STYLE
PVC	34200015	34700238	SDC×THD
CPVC	34400119	34700753	SDC×THD
PP	34100051	34700171	THD×THD

2" THREADED BULKHEAD STYLE FITTINGS

FILE: 2THREAD.ckd

11/02/09

Harrington Tank Project Installation Reference List

Project Date	Branch	OSR/ISR	HICO SO#	Customer	End User	Tag #	Quant Y	Gallons	Tank Material	Type
12/9/2024	Orlando, Florida	Joe Rodriguez			L3 Harris		1	10500	HDLPE	Vertical
1/23/2025	Tampa, Florida	Larry McNeal		Trinova	Seminole Tribe	SH-T-1	1	150	XLPE	Vertical
11/18/2024	Houston	Luis Guerrero		Burrows Global		TK-515	1	8750	HDLPE	Vertical
11/18/2024	Houston	Luis Guerrero		Burrows Global		TK-502	1	8750	HDLPE	Vertical
1/27/2025	Tampa, Florida	Bob Fink		Odyssey Manufacturing			1	1100	HDLPE	Double wall
1/27/2025	Tampa, Florida	Bob Fink		Odyssey Manufacturing			1	2000	HDLPE	Double wall
1/27/2025	Tampa, Florida	Bob Fink		Odyssey Manufacturing			1	500	HDLPE	Double wall
	Tampa, Florida	Jobe		American Water Chemicals			1	4100	HDLPE	Cone Bottom
	Houston		5138556	Angel Lagoon	D L Meacham		1	2500	HDLPE	Double wall
	Tampa, Florida			Mosaic			1	3900	XLPE	Vertical
	Kansas City, Missouri			Futamura USA			1	550	HDLPE	Vertical
	Gonzales, Texas			Atlas Roofing Corp			1	1550	HDLPE	Vertical
					Darling Ingredients		1	8700	HDLPE	Double wall
					Energy Transfer Flexport Water		2	8750	HDLPE	Vertical
					Blue Horn Texas LLC		3	10000	HDLPE	Vertical
					DFA Shuttle Yard		1	3500	HDLPE	Double wall
					Umicore Catalyst USA		2	1000	HDLPE	Cone Bottom
	Houston	Bob Fink		Odyssey Manufacturing			3	2000	HDLPE	Double wall
	Tampa, Florida	Bob Fink		Odyssey Manufacturing			1	2000	HDLPE	Double wall
	Tampa, Florida			Olson Construction Services			1	360	HDLPE	Double wall
	Houston				Greenside Nursery		1	1100	HDLPE	Double wall
	San Antonio			Evoqua Water Services			1	2000	HDLPE	Vertical
	Chicago				OLC Lubricants		1	1000	HDLPE	Vertical
	Houston	Kody Lundell/KC Jobe	5139470	Global Treat	Associated Water Well		1	120	HDLPE	Double wall
	Louisville, Kentucky				Bowling Green Assembly		1	2600	HDLPE	Horizontal
	Tampa, Florida			Mosaic			1	3000	XLPE	Vertical
	Tampa, Florida			Mosaic			1	5500	HDLPE	Vertical
	Tampa, Florida			Mosaic			1	9500	HDLPE	Vertical
	Fort Lauderdale, Florida						1	1500	HDLPE	Cone Bottom
	Chicago			The Hill Group	Hill Shipping & Receiving		1	4400	HDLPE	Vertical
	Chicago			The Hill Group	Hill Shipping & Receiving		1	1200	HDLPE	Vertical
	Indianapolis				Asphalt Materials Inc		1	13800	HDLPE	Vertical
	Indianapolis				Asphalt Materials Inc		1	13800	HDLPE	Vertical
1/6/2025	Austin, Texas	Ivan Barrera		Global Water & Energy	Mark Anthony Brewing		1	6820	FRP	Vertical
2/1/2025	Detroit				J.F. Cavanaugh Co		1	1500	HDLPE	Double wall
	National Accounts	Moises Robledo		Veolia	Solartech	11-TK-441	1	5500	HDLPE	Double wall
	National Accounts	Moises Robledo		Veolia	Solartech	12-TK-191	1	5000	HDLPE	Vertical
	National Accounts	Moises Robledo		Veolia	Solartech	12-TK-281	1	4000	HDLPE	Vertical
	National Accounts	Moises Robledo		Veolia	Solartech	12-TK-301	1	2500	HDLPE	Vertical
	National Accounts	Moises Robledo		Veolia	Solartech	12-TK-551	1	10500	HDLPE	Vertical
	National Accounts	Moises Robledo		Veolia	Solartech	12-TK-651	1	5000	HDLPE	Vertical
8/11/2019	Chicago	Don Treckler		ACI Mechanical			1	31000	FRP	Vertical

Vendor	Part# / Dims	Sector	Application	Chemical Stored	%	City	State
Snyder	5330112N972	Industrial	Aerospace	Water Deionized		00 Melbourne, Florida	00 Florida
Snyder	5710100N958	Municipal		Caustic Soda (Sodium Hydroxide)	50.00%	00 Hollywood, Florida	00 Florida
Snyder	5360100N972	Municipal	Water Treatment	Sodium Hypochlorite (Bleach)	12.50%	00 Houston	00 Texas
Snyder	5360100N972	Municipal	Water Treatment	Caustic Soda (Sodium Hydroxide)	50.00%	00 Houston	00 Texas
Snyder							
Snyder							
Snyder							
Snyder	5580000N52		Water Treatment	Sodium Hypochlorite (Bleach)	12.50%	00 Dayton, Texas	00 Texas
Snyder						00 Plant City, Florida	00 Florida
Snyder						00 Tecumseh, Kansas	00 Kansas
Snyder						00 Meridian, Mississippi	00 Mississippi
Snyder						00 Grapeland, Texas	00 Texas
Snyder						00 Nederland, Texas	00 Texas
Snyder						00 Van Horn, Texas	00 Texas
Snyder						00 Lubbock, Texas	00 Texas
Snyder						00 Pasadena, Texas	00 Texas
Snyder						00 Tampa, Florida	00 Florida
Snyder						00 Tampa, Florida	00 Florida
Snyder						00 Lipan, Texas	00 Texas
Snyder				Sulfuric Acid	98.00%	00 Hempstead, Texas	00 Texas
Snyder						00 Victoria, Texas	00 Texas
Snyder						00 Geneva, Illinois	00 Illinois
Snyder						00 Stephenville, Texas	00 Texas
Snyder						00 Bowling Green, Kentucky	00 Kentucky
Snyder						00 Plant City, Florida	00 Florida
Snyder				Sulfuric Acid	98.00%	00 Plant City, Florida	00 Florida
Snyder						00 Plant City, Florida	00 Florida
Snyder						00 Franklin Park, Illinois	00 Illinois
Snyder	VST	Data	RO/DI			00 Franklin Park, Illinois	00 Illinois
Snyder	VST	Data	RO/DI			00 Franklin Park, Illinois	00 Illinois
Snyder						00 Morris, Illinois	00 Illinois
Snyder						00 Morris, Illinois	00 Illinois
Design Tanks			Wastewater Treatment			00 Waddell, Arizona	00 Arizona
Snyder						00 Flint, Michigan	00 Michigan
Snyder				Citric Acid	50.00%	00 Hemlock, Michigan	00 Michigan
Snyder				Water Waste		00 Hemlock, Michigan	00 Michigan
Snyder				Water Potable		00 Hemlock, Michigan	00 Michigan
Snyder				Water Deionized		00 Hemlock, Michigan	00 Michigan
Snyder				Water Deionized		00 Hemlock, Michigan	00 Michigan
Snyder				Water RO		00 Hemlock, Michigan	00 Michigan
Design Tanks							

CURRENT FINANCIAL POSITION

I well need to deliver
separately please ck
your email it is not a
printable Doc.

SEPARATE EMAIL SENT
ON FRIDAY 9/19/25

NOT PRINTABLE

HARRINGTON INDUSTRIAL PLASTICS LLC

Consolidated Financial Statements

As of December 31, 2024 and 2023 (Successor Periods), for the year ended December 31, 2024, the period from October 5, 2023 through December 31, 2023 (Successor Periods), and for the period from January 1, 2023 through October 4, 2023 (Predecessor Period)

(With Independent Auditors' Report Thereon)