

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE MATTER OF: BID PROTEST**

**OZARK MATERIALS, LLC**

**v.**

**SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

**THERMOPLASTIC PAVEMENT  
MARKINGS  
SOLICITATION NO. 540008225**

**BEFORE THE CHIEF PROCUREMENT  
OFFICER**

**DECISION**

**CASE NO. 2015-119**

**POSTING DATE: NOVEMBER 12, 2014**

This matter is before the Chief Procurement Officer (CPO) pursuant to a request from Ozark Materials, LLC (Ozark), under the provisions of §11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review on the Thermoplastic Pavement Markings bid for the South Carolina Department of Transportation (DOT). Ozark protests DOT's posting of a Notice of Intent to Award a contract to Flint Trading, Inc. Pursuant to S.C. Code Ann. §11-35-4210(4), the CPO conducted an administrative review. The CPO makes this decision without a hearing, based on the allegations of the protest, documents in the procurement file, and applicable law and precedents.

#### **NATURE OF THE PROTEST**

Ozark's protest is incorporated herein by reference and attached hereto as Exhibit A.

#### **RELEVANT FACTS**

1. DOT advertised for bids for the project on August 6, 2014. [Ex. B]
2. Section V of the Solicitation required thermoplastic pavement markings offered by bidders to be "prequalified in accordance with SCDOT Qualified Product Policy 47 and who appear *[sic]* on the current edition of SCDOT Qualified Products List (QPL) 47." [Ex. B]
3. Section 2.1.11 of the Specification for Hot Applied Preformed Thermoplastic Pavement Markings incorporated into the Solicitation required that the manufacturer of the products offered by bidders "be ISO 9001:2008 certified and provide proof of current certification." [Ex. C]

5. After opening bids, DOT determined Ozark's bid to be non-responsive for not meeting the requirements of the specifications. [Ex. D]
6. On October 17, 2014, DOT posted a notice of Intent to Award a contract to Flint. [Ex. D]
8. On October 24, 2014, Ozark protested DOT's determination that its bid was nonresponsive.

### DISCUSSION

DOT determined Ozark's bid to be nonresponsive to three requirements of the Solicitation. Ozark only challenges two of these determinations, leaving unchallenged DOT's determination that Ozark's no-preheat products did not meet the specifications.

With respect to their preheat products, Ozark challenges DOT's determination that their products did not appear on DOT's Qualified Product Listing at the time of bidding. Ozark alleges that they had received a conditional oral approval from DOT prior to bidding and that DOT told them that this conditional approval was all they needed to bid. On the other hand, DOT's documentation indicates that Ozark did not receive conditional approval until October 21, 2014 four days after DOT posted the Intent to Award. [Ex. E] While the circumstances surrounding this issue present a genuine issue of material fact which would normally require more evidence to resolve, the CPO need not resolve the conflicting assertions in this case since the remaining issue of "nonresponsiveness" is dispositive.

Finally, Ozark challenges DOT's determination that its bid was nonresponsive because Ozark's manufacturing facility is not ISO 9001:2008 certified.<sup>1</sup> However, both in response to DOT's inquiry and in its letter of protest, Ozark admits that its plant is not ISO 9001:2008 certified. While admitting this deficiency to meet the requirements of the solicitation, Ozark argues that nothing in the specifications required it to be certified at the time of bid opening and that since it fully expects to be certified sometime in the future that should be sufficient for DOT. Ozark's position is nonsensical. Under this argument the potential to be certified at any time in the future, including after the term of the contract has expired, is sufficient. Such an interpretation renders the requirement for ISO 9001:2008 certification meaningless. Contrary to Ozark's assertion, the CPO finds that the only logical reading of DOT's specifications is that

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<sup>1</sup> Despite calling this an issue of nonresponsiveness, DOT treated it as an issue of responsibility by asking Ozark for proof of its ISO Certification after bid opening. Moreover, ISO 9001:2008 is a quality control management standard, which has the appearance of a standard of responsibility rather than responsiveness. The distinction between the two can be murky; however, in this case the distinction is irrelevant since under either theory, the result is the same.

ISO 9001:2008 certification was a prerequisite to being awarded a contract. By Ozark's own admission, it did not have ISO 9001:2008 certification at the time DOT made its award decision.

**DETERMINATION**

DOT's determination that Ozark did not meet the requirements of the Solicitation was not erroneous. The protest is therefore denied.

  
\_\_\_\_\_  
John St. C. White  
Chief Procurement Officer  
For Construction

  
\_\_\_\_\_  
Date

Columbia, South Carolina

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**  
*Protest Appeal Notice (Revised October 2014)*

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.

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

**FILE BY CLOSE OF BUSINESS:** Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

**FILING FEE:** Pursuant to Proviso 108.1 of the 2014 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1105 Pendleton Street, Suite 202, 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**



591 Glendale Avenue  
Greenville, AL 36037  
Ph: (334)371-2300  
Fax: (334)213-2996

State of South Carolina  
Michael B. Spicer  
Chief Procurement Officer  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201

October 24, 2014

To the Chief Procurement Officer and the Materials Management Office,

Ozark Materials would like to formally protest the bid award for Solicitation **5400008225**, Thermoplastic Pavement Markings Contract 4400009457. We were given the below explanation why our offer was deemed non-responsive. Two criteria were stated that we did not meet. They are the following:

- (a) Per the contract Section V, you had to be approved and appear on the SCDOT Qualified Products List (QPL) 47. At the time of bid opening, your company was not an approved vendor on our QPL.
- (b) Per the specifications Section 2 Materials-Section 2.1.11, The manufacturer must be ISO 9001: 2008 Certified and provide proof of current certification. At the time of bid opening, your company was not ISO 9001: 2008 Certified.

We would like to explain what we believe to be viable proof that both of these criteria should be re-examined considering the factual information provided below.

Criteria (A): We received a "verbal" approval for our addition to the SCDOT QPL by the Office of Materials and Research prior to bidding the solicitation. It was a conditional approval based upon our data submitted and upon the further performance of our product satisfying the requirements listed for Qualified Products. It was communicated to us at that time that this verbal conditional approval would be sufficient for us to bid on this solicitation. We have since been added to the written QPL under the same conditions that were granted at the time of the bid. With these facts being considered, we believe that the 1<sup>st</sup> of the two criteria were met.

Criteria (B): At the time of the bid, we did not hold an ISO 9001:2008 certification. Our new facility was still in the construction phase and therefore would not be available to be ISO audited until all the installation and checkout work was complete. Since the bid date, we have completed the factory and the ISO Certification process has begun. This



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Greenville, AL 36037  
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Fax: (334)213-2996

was not a failure to conform or meet requirements for ISO certification, but it was instead a timing issue based on our construction schedule. We understand at the time of the bid we did not hold our certification, but Section 2 Materials-section 2.1.11 in the bid document does not state that we must be ISO certified "at the time of the bid". It states that we "must" be ISO certified but there is no time frame given as to when that can take place. If the bid document had stated "must be ISO 9001:2008 certified at the time of bid", we would understand the disqualification. This specific language is used in other sections of the bid document, for example, Under section 2.1.10 Training, the bid document states that training shall be provided and then gave a specific time that the manufacturer shall provide it, "within two weeks" of such a request for such training.

Due to the construction of the new facility and the inability to apply for certification at that point, we believe this should not have been reason to be deemed non-responsive. We were aware of this timing issue and communicated this with the Office of Procurement shortly after the bid opening.

Based on this evidence outlined above, Ozark Materials feels we were responsive to all aspects of this bid solicitation. Also, based on the bid tabs as read during the bid opening, our bid represents a significant annual savings to the SCDOT. Our bid price was approximately 15% less than the next bidder. This contract was advertised as a \$400,000 annual contract lasting for five years. This represents a potential savings to the State of South Carolina of approximately \$300,000 over the life of the contract. Therefore, we feel it is in the best interest of the State of South Carolina to have the award for this solicitation awarded to Ozark Materials LLC.

With the evidence provided to explain that we were not "non-responsive" and the fact that we were the lowest bidder, we respectfully ask that you consider this protest and award this contract to Ozark Materials.

Sincerely,

A handwritten signature in black ink that reads "Jeff Low". The signature is written in a cursive, flowing style.

Jeff Low  
Vice President of Sales and Marketing

**Exhibit B**

 <b>State of South Carolina</b> Invitation For Bid	Solicitation Number:	5400008225
	Date Issued:	08/06/2014
	Procurement Officer:	SHEILA O. WILLIS, CPPB
	Phone:	803-737-0676
	E-Mail Address:	WillisSO@scdot.org

DESCRIPTION: **Thermoplastic Pavement Markings**

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

*The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES: <http://www.procurement.sc.gov>

<b>MAILING ADDRESS:</b> Procurement Office 955 Park Street Room 101 Columbia SC 29201-3976	<b>PHYSICAL ADDRESS:</b> Procurement Office 955 Park Street Room 101 Columbia SC 29201-3976
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SUBMIT OFFER BY (Opening Date/Time): **08/26/2014 10:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/15/2014 12:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1**

<b>CONFERENCE TYPE: Not Applicable</b> <b>DATE &amp; TIME:</b>  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	<b>LOCATION: Not Applicable</b>
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<b>AWARD &amp; ADDENDUMS</b>	Award will be posted on <b>09/19/2014</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

<b>NAME OF OFFEROR</b>  (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.	
<b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	<b>TAXPAYER IDENTIFICATION NO.</b>  (See "Taxpayer Identification Number" provision)	
<b>TITLE</b>  (business title of person signing above)	<b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )	
<b>PRINTED NAME</b>  (printed name of person signing above)	<b>DATE SIGNED</b>	<b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)

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

**PAGE TWO**

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

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension                      Facsimile
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF ADDENDUMS</b> Offerors acknowledges receipt of addendums by indicating addendum number and its date of issue. (See "Amendments to Solicitation" Provision)							
Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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## **I. SCOPE OF 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]

This solicitation is to acquire supplies for thermoplastic pavement markings for the state of South Carolina

This solicitation is governed by Section 11-35-1520 – Competitive Sealed Bidding – of the South Carolina Consolidated Procurement Code.

### **FUNDS NOT AVAILABLE (Jan 2006)**

The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made.

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

Start date: **09/30/2014** End date: **09/29/2019**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

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

### **DEFINITIONS (JAN 2006)**

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

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

OFFER means the bid or proposal submitted in response 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.

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

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

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

[02-2A003-1]

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

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

### **AWARD NOTIFICATION (NOV 2007)**

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

### **BID/PROPOSAL AS OFFER TO CONTRACT (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 (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

(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. [02-2A032-1]

#### **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]

#### **COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair

competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

#### **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 bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [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 (JAN 2006)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

#### **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]

#### **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]

#### **PROCUREMENT AGENT**

All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

#### **PROTESTS (JUNE 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

## **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 (JAN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

## **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/IMPROPER OFFERS (JAN 2004)**

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

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

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.  
[02-2A105-1]

## **RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials* All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*  
[02-2A110-1]

## **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:

<http://scemd.org/index.php/department/response/severe-winter-weather>  
[02-2A120-2]

## **SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

[02-2A125-1]

## **SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)**

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer

must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

#### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

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

#### **TAXPAYER IDENTIFICATION NUMBER (JAN 2004)**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

#### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (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 <http://www.scbos.com/default.htm>) [02-2A145-1]

#### **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]

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

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

### **COMMISSION APPROVAL REQUIRED**

Any award is subject to prior approval by the SC Transportation Commission. Commission meetings are normally, but not always, held monthly.

### **ON-LINE BIDDING INSTRUCTIONS (NOV 2007)**

(a) Mandatory Registration: **For on-line bidding, you must register before you can submit an offer! See instructions in clause entitled "VENDOR REGISTRATION MANDATORY".**

(b) Steps for On-Line Bidding:

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

#2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers On-Line". [02-2B105-1]

## IMPORTANT INFORMATION FOR ALL OFFERORS

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, you must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. If you registered as a vendor prior to November 5, 2007, you must either update your existing registration or create a new vendor registration in the new version of the SCEIS system. Once the registration process is complete, the system will generate a SCEIS vendor user ID and password. The Offeror must keep this information current or you will not be able to submit future bids.

### OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 1 then Option 1

Monday – Friday 8:00 AM – 4:30 PM

[SCEIS Service Desk Vendor Ticket Form](#)

Additional vendor instructions concerning submitting offers can be found at:

<http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.phtml>

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### NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted on-line and is the official response.
2. All Offerors should attach all additional requested documents to their response in the online system. These documents can be attached under the “**Notes and Attachment**” tab in the online system either on the main response page or under the necessary line item.

**IF YOU QUALIFY YOUR OFFER WITH A STATEMENT SUCH AS, “THIS IS NOT AN OFFER”, THE OFFER WILL BE DEEMED “NON-RESPONSIVE” AND REMOVED FROM FURTHER CONSIDERATION.**

## OFFEROR BID SUBMISSION VALIDATION

After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

**STEP 1:** Go back to the initial 'RFx and Auctions' screen

The screenshot shows the SAP RFx and Auctions interface. A table lists various events. The following table represents the data visible in the screenshot:

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version	Q&A	Start Time	End Time
540000698	Computer Replacement for SCGOV	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	08:00:00	14:00:00
540000695	Computer Room Upgrade Project	Request for Proposal	Published	11/06/2013			No Bid Created	2		0	08:00:00	15:00:00
540000683	RAY4C235 1 UN42013 09-08-00	Invitation For Bid	Published	11/06/2013			No Bid Created	1		0	08:00:00	11:00:00
540000684	Wholesale Stand	Invitation For Bid	Published	11/15/2013			No Bid Created			0	08:00:00	18:00:00
540000679	Computer Room Upgrade Project	Invitation For Bid	Published	11/06/2013		5500029632	Submitted			0	08:00:00	17:00:00
540000671	Homeowner Services	Request for Proposal	Published	01/25/2014			No Bid Created	3		0	08:00:00	14:00:00
540000667	Web Site Design Project	Request for Proposal	Published	11/06/2013			No Bid Created	7		0	08:00:00	17:00:00
540000629	DSS FPD Technical Assistance & Support	Fixed Price Bid	Published	05/30/2013			No Bid Created	5		0	08:00:00	11:00:00
540000628	FPD TO PROVIDE MULTI AGENCY COMMUNITY BA	Fixed Price Bid	Published	05/31/2014			No Bid Created	3		0	08:00:00	11:30:00
540000626	Xpress Network Products & Services	Fixed Price Bid	Published	08/16/2013			No Bid Created	3		0	08:00:00	14:30:00

**STEP 2:** Select the 'Refresh' button to update the screen.

**STEP 3:** Make sure the RFx you responded to, has your specific bid response number '55XXXXXXXX' displayed in the Response Number column and the Response Status column has a status of 'Submitted' before you log off.

**NOTE:** You also have the ability to print out a copy of your submission by selecting the 'Print Preview' button after your offer has been submitted.

The screenshot shows the 'Display RFx Response' dialog box. The 'Print Preview' button is highlighted with a red box. Below the buttons, the response details are displayed:

**RFx Response Number 5500029632      RFx Number 5400006796      Status Submitted**  
**RFx Response Version Number      Active Version      RFx Version Number 8**

End of Page 4

**OFFERING BY LOT (JAN 2006)**

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

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

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

(a) by email to protest-mmo@mmo.state.sc.us,

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

**UNIT PRICES REQUIRED (JAN 2006)**

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

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

#### **SPECIFICATIONS**

Please see ATTACHMENT for SPECIFICATIONS

#### **SEE BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

#### **DELIVERY DATE -- 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3025-1]

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

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

**To be delivered throughout the state of South Carolina.**

#### **QUALITY -- NEW (JAN 2006)**

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

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

### MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:  
<http://www.govoepp.state.sc.us/osmba/>  
[04-4015-1]

## V. QUALIFICATIONS

### QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

### QUALIFICATIONS -- MANDATORY MINIMUM

- (a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:
1. **Thermoplastic Pavement Markings shall meet the requirements of the Manual of Uniform Traffic Control Devices for Streets and Highways.**
  2. **Thermoplastic Pavement Markings shall meet the material requirements of the latest edition of AASHTO M 249.**
  3. **Thermoplastic Pavement Markings must be prequalified in accordance with SCDOT Qualified Product Policy 47 and who appear on the current edition of SCDOT Qualified Products List (QPL) 47.**

## **VI. AWARD CRITERIA**

### **AWARD BY LOT (JAN 2006)**

Award will be made by complete lot(s). [06-6015-1]

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

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

### **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 (JAN 2006)**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

### **BANKRUPTCY (JAN 2006)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

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

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

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

### **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the

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

#### **EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

#### **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]

#### **NON-INDEMNIFICATION (JAN 2006)**

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

#### **NOTICE (JAN 2006)**

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

#### **PAYMENT and INTEREST (MAY 2011)**

(a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. 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. [07-7A055-2]

#### **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]

#### **SETOFF (JAN 2006)**

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

#### **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]

### **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 (NOV 2011)**

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

#### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

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

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

[07-7B160-1]

## **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 CPI "OTHER GOODS AND SERVICES" (JAN 2006)**

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

### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venture 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.

### **SHIPPING / RISK OF LOSS (JAN 2006)**

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

### **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD**

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

### **TERM OF CONTRACT -- OPTION TO RENEW**

At the end of the initial term, and at the end of each renewal term (4 renewals), this contract shall automatically renew for a period of 1 year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

### **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]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

**AT BID OPENING THE OPERATIONS SUPPORT STAFF ARE AUTHORIZED TO READ THE "NAME OF THE OFFEROR" AND "TOTAL PRICE" ONLY. NO OTHER INFORMATION WILL BE READ OR MADE AVAILABLE AT BID OPENING. NO ADDITIONAL INFORMATION WILL BE RELEASED BY ANYONE UNTIL THE "INTENT TO AWARD" HAS BEEN POSTED!**

**ALL QUANTITIES PROVIDED ARE ESTIMATES ONLY.**

#### LOT 1

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Line White 4"x3' - 90LF <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 90 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Line White 6"x3' - 60LF <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 60 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Line White 8"x3' - 45LF <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Line White 24"x3' - 15LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 15 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Line Yellow 4"x3' - 90LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 90 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
7	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Line Yellow 8"x3' - 45LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
8	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Wh w/Blk border 4"x3' - 45'				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
9	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Wh w/Blk border 6"x3' - 30'				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 30 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
10	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Wh w/Blk border 8"x3' - 30'				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 30 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
11	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Trn Arrow Lft 8"x6'3" - 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
12	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Strt Arrow 9'6"x3'3" - 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
13	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Combo Lft 13'1"x7'4" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
14	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mils Yel w/Blk borde 4"x3' - 45'				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
15	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Ln Drop Lft 18'x5'8" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
16	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Trn Arrow Rht 8"x6'3" – 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
17	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Combo Rht 13'1"x7'4" – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
18	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Ln Drop Rht 18'x5'8" – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
19	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Cntrst Wh Trn Arrow Lft 8"x6'3" – 2 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
20	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Cntrst Wh Strt Arrow 9'6"x3'3" – 2 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
21	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Cntrst Wh Combo Lft 13'1"x7'4" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
22	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Cntrst Wh Ln Drop Lft 18'x5'8" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
23	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Cntrst Wh Trn Arrow Rht 8"x6'3" – 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
24	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Cntrst Wh Combo Rht 13'1"x7'4" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
25	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Cntrst Wh Ln Drop Rht 18'x5'8" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
26	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - Ahead 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
27	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - Lane 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
28	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - Only 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
29	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - Right 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
30	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - RXR FHWA 20' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Applicatio - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
31	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - School 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
32	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - Ends 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
33	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - Stop 8' - 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Applicatio - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
34	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - X-ING 8' - 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
35	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 125 Mil Wh Legend - Yield 8' - 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
36	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Yield Line ShrK Teeth 12"x18" - 25				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 25 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
37	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Yield Line Shrk Teeth 24"x36" – 10 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 10 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
38	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Yield Line Shrk Teeth 16"x24" – 10 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 10 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
39	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 90 Mil HandCP Sym Wh 28" – 5 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 5 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
40	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 90 Mil HandCP Wh on Blu 40"x40" – 2 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
41	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 90 Mil 4" Blue Lines 4"x3' - 90'				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 90 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
42	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 90 Mil HandCP Sym Blu 28" - 5				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 5 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
43	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 90 Mil HandCP Wh on Blu 48"x48" - 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
44	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat 90 Mil 6" Blue Lines 6"x3' - 60'				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 60 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
45	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Thermo DWM Yel Tile 1'x2' – 32				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
46	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Thermo DWM Brick Red Tile 1'x2' – 32				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
47	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Thermo DWM Yel Tile 2'x4' – 32				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
48	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Thermo DWM Brick Red Tile 2'x4' – 32				
<b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
49	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat PreFrm Tape Conc Sealer 1 Gal -1 Can <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 can per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
50	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat PreFrm Tape Conc Sealer 5 Gal -1 Can <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 can per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
51	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Appl Torch 2000 EX 5" Nozzle – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
52	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> No PreHeat Appl Torch Magnum Heat Torch – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> No Preheat Material Application - 1 per pack				

**LOT 2**

Item	Quantity	Unit of Measure	Unit Price	Extended Price
<b>53</b>	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mils Line White 4"x3' - 90LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 90 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
<b>54</b>	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mils Line White 6"x3' - 60LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 60 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
<b>55</b>	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mils Line White 8"x3' - 45LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
<b>56</b>	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mils Line White 24"x3' - 15LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 15 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
57	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mills Line Yellow 4"x3' - 90LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 90 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
58	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mills Line Yellow 8"x3' - 45LF				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
59	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mills Wh w/Blk border 4"x3' - 45'				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
60	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mills Wh w/Blk border 6"x3' - 30'				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 30 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
61	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mills Wh w/Blk border 8"x3' - 30'				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 30 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
62	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Trn Arrow Lft 8"x6'3" - 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
63	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Strt Arrow 9'6"x3'3" - 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
64	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Combo Lft 13'1"x7'4" - 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
65	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mils Yel w/Blk border 4"x3' - 45'				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 45 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
66	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Ln Drop Lft 18'x5'8" - 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
67	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Trn Arrow Rht 8"x6'3" - 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
68	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Combo Rht 13'1"x7'4" - 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
69	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Ln Drop Rht 18'x5'8" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
70	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Cntrst Wh Trn Arrow Lft 8"x6'3" – 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
71	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Cntrst Wh Strt Arrow 9'6"x3'3" – 2				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
72	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Cntrst Wh Combo Lft 13'1"x7'4" – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
73	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Cntrst Wh Ln Drop Lft 18'x5'8" – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Preheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
74	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Cntrst Wh Trn Arrow Rht 8"x6'3" – 2 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
75	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Cntrst Wh Combo Rht 13'1"x7'4" – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
76	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Cntrst Wh Ln Drop Rht 18'x5'8" – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
77	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - Ahead 8' – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
78	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - Lane 8' – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
79	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - Only 8' – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
80	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - Right 8' – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
81	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - RXR FHWA 20' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
82	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - School 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
83	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - Ends 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
84	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - Stop 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
85	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - X-ING 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
86	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 125 Mil Wh Legend - Yield 8' – 1				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
87	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Yield Line Shr Teeth 12"x18" – 25				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 25 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
88	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Yield Line Shr Teeth 24"x36" – 10				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 10 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
89	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Yield Line Shrk Teeth 16"x24" – 10 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 10 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
90	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 90 Mil HandCP Sym Wh 28" – 5 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 5 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
91	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 90 Mil HandCP Wh on Blu 40"x40" – 2 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
92	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 90 Mil 4" Blue Lines 4"x3' - 90' <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 90 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
93	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 90 Mil HandCP Sym Blu 28" – 5 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 5 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
94	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 90 Mil HandCP Wh on Blu 48"x48" – 2 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 2 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
95	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat 90 Mil 6" Blue Lines 6"x3' - 60' <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 60 LF per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
96	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Thermo DWM Yel Tile 1'x2' – 32 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
97	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Thermo DWM Brick Red Tile 1'x2' – 32				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
98	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Thermo DWM Yel Tile 2'x4' – 32				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
99	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Thermo DWM Brick Red Tile 2'x4' – 32				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 32 SFT per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
100	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat PreFrm Tape Conc Sealer 1 Gal -1 Can				
<b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
101	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat PreFrm Tape Conc Sealer 5 Gal -1 Can <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
102	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Appl Torch 2000 EX 5" Nozzle – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
103	1.000	each		
<b>Product Catg.:</b> 55078 - Traffic Cones Lane Markers & Barricades (Portable)				
<b>Item Description:</b> PreHeat Appl Torch Magnum Heat Torch – 1 <b>Product Name:</b>				
<b>Tendering Text:</b> Hot Tape Reheating Application - 1 per pack				

**\*\*Vendors MUST submit pricing for all line items for each lot or your offer will be deemed non-responsive.**

## IX. ATTACHMENTS TO SOLICITATION

### LIST OF ATTACHMENTS

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Specifications  
Qualified Products Policy 47  
Qualified Products List 47

### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

#### 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 Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

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

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

# **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 "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help bidders avoid common mistakes.

Responsiveness will be evaluated against the solicitation, not against this checklist.

You do not need to return this checklist with your response.

## Exhibit C

### SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

#### **SPECIFICATION FOR: HOT APPLIED PREFORMED THERMOPLASTIC PAVEMENT MARKINGS July 2014**

1. **Scope:** The work consists of furnishing a white or yellow hot applied preformed thermoplastic pavement markings that are applied utilizing a torch or other heating apparatus. Long lines, legends and symbols are composed of aggregates, pigments, binders, and glass beads. These components are factory produced as a finished product to meet the requirements of the current edition of the *Manual of Uniform Traffic Control Devices for Streets and Highways*. Markings are compatible with preexisting alkyd and hydrocarbon thermoplastic material.
  
2. **Materials:**
  - 2.1 Hot applied preformed thermoplastic pavement markings shall meet the material requirements of the latest edition of AASHTO M249 with the exception of the relevant differences due to the material being supplied in a preformed state and the following exceptions.
    - 2.1.1 Glass Beads: Markings shall contain a minimum of 30% glass beads conforming to AASHTO M247, Type 1 with at least 80% true spheres or other pre-approved gradation. Factory pre-applied surface beads with at least 90% true spheres or other pre-approved gradation shall be placed at a minimum rate of 10 pounds per 100 square feet.
    - 2.1.2 Color:

White: White markings contain a minimum of 10% by weight of titanium dioxide pigment. The pigment shall be uniformly distributed throughout the thermoplastic compound and of the rutile form of titanium dioxide. The color meets FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

Yellow: Yellow Markings contain sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

Pigments containing lead, chromium, cadmium, mercury, or other toxic heavy metals are not allowed.
    - 2.1.3 Thickness: The minimum thickness of the markings is 125 mils.
    - 2.1.4 Skid Resistance: Markings provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303.
    - 2.1.5 Environmental Resistance: Markings are resistant to the deterioration due to the exposure to sunlight, water, oil, gasoline, salt, or other adverse weather conditions.
    - 2.1.6 Resealing Characteristics: Markings are able to fuse with itself and previously applied thermoplastic under normal conditions of use.

Markings shall conform to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures.

2.1.7 Application: SCDOT is requesting bids for both preheat and no-preheat applications.

2.1.7.1.1 No-Preheat Application: The materials shall be applied using the propane torch method recommended by the manufacturer. The material must be able to be applied without minimum requirements for ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. Supplier must enclose application instructions with each box/package. The same application procedure shall be used for portland cement concrete; however, the application of a compatible primer sealer is acceptable before application to assure proper adhesion. The top surface of the material (same side as the factory applied surface beads) shall have a visual cue that indicate during application that the material has reached a molten state allowing for satisfactory adhesion and proper bead embedment, and a post-application visual cue that the installation procedures have been followed.

2.1.7.1.2 Preheat Application: The materials shall be applied using the propane torch method recommended by the manufacturer. The material shall be applied at ambient and surface temperatures recommended by the manufacturer. Pavement surface(s) shall be preheated to the temperature specified in the manufacturer's application instructions. Supplier must enclose application instructions with each box/package. The materials shall be fusible to asphalt and portland cement concrete pavements by means of the normal heat of a propane type torch. Adhesives, primers, or sealers shall not be necessary prior to application on asphalt but are acceptable on portland cement concrete pavements.

2.1.8 Retroreflectivity: The preformed marking shall upon application exhibit uniform nighttime reflectivity. The material shall have an minimum initial specific luminance of 375 millicandelas/lux/meter squared for white and 250 millicandelas/lux/meter squared for yellow as measured with a LTL-X or LTL 2000 Retroreflectometer

2.1.9 Packaging: Manufacture and package markings to permit storage at normal shelf temperatures for a one-year period after purchase.

2.1.10 Training: The manufacturer and/or distributor shall provide each Department District with a training DVD and a training manual for the marking material. The manufacturer and/or distributor shall provide additional on-site training and/or technical service as required by the Department. This training must be provided within two weeks of a request for such training.

- 2.1.11 **Manufacturing Control and ISO Certification:** The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of preformed thermoplastic marking materials.
  - 2.1.12 **Minimum Order/Delivery:** The minimum order is \$4,500 with a 5 business day delivery upon receipt of purchase order. The Contractor will be considered in default when any product is not delivered within 5 business days.
3. **Acceptance and Certification:** Use only materials appearing on the Department's Qualified Products Listing 47 titled "Hot Applied Preformed Thermoplastic Pavement Markings". A manufacturer may request to be included on the list by furnishing the information required by Qualified Products Policy 47 (latest edition). This policy is available from the Department's Office of Materials and Research.
  4. **Warranty:** In addition to any standard manufacturer's warranty, warrant hot applied preformed thermoplastic pavement markings for a minimum of two years from the date of installation if installed in accordance with the manufacture's recommendations. Replace material not meeting the criteria of the warranty at no charge to the Department unless failure is due to snowplowing damage. The SCDOT will base performance on the following criteria:
    - 4.1 **Longitudinal and Transverse Markings:**
      - 4.1.1 The line shall remain bonded to the pavement surface and remain at least 75% intact throughout the period as measured by ASTM D913.
      - 4.1.2 No displacement, distortion, or shift in location due to normal activity of traffic throughout the period.
      - 4.1.3 No permanent discoloration or fading for any reason, including tire marking from braking/accelerating vehicles throughout period.
    - 4.2 **Longitudinal Markings:**
      - 4.2.1 Material shall maintain a specific luminance of 130 millcandelas/lux/meter squared during the two-year period as measured with a LTL-X or LTL 2000 Retroreflectometer.  
Measurements for reflectivity are as follows:

Installations 360 to 1080 feet in length – Take a measurement at approximately twenty foot intervals throughout installation. Take two readings on skips (one at each end). Average the measurement taken.

Installations 1080 feet to six miles – Mark three locations for testing. Obtain eighteen measurements at each location. Take measurements every twenty feet on solid lines or two per skip on skip lines. Average the measurements.

Installations greater than six miles – Mark locations for testing at the beginning of the project, every three miles, and at the end of the project. Obtain eighteen measurements at each location. Take measurements every twenty feet on solid lines or two per skip on skip lines. Average the measurements.

#### 4.3 Transverse Markings

4.3.1 Material shall maintain a specific luminance of 100 millcandelas/lux/meter squared during the two-year period as measured with a LTL-X or LTL 2000 Retroreflectometer.

Measurements for reflectivity are as follows:

Crosswalks and stop lines – Take eight measurements 18” from curb, six measurements in the wheel paths, and ten measurements between the wheel paths. Average the results.

Arrows, symbols, and legends – Take four measurements in the wheel paths and eight measurements outside of the wheel paths.

Average the results.

**Exhibit D**

**JUSTIFICATION FOR  
DETERMINATION OF NONRESPONSIVENESS**

(1) Ozark Materials, LLC

540000-8225

591 Glendale Ave.

Greenville, AL 36037

334-213-2995

(2) Ozark Materials, LLC has been deemed non-responsive based on not meeting the requirements of the specifications:

- a. In our specifications, we defined both the preheat and no-preheat application in section 2.1.7.1.1 and 2.1.7.1.2. Per SCDOT's Office of Materials and Research Lab, based on the definitions and the application instructions for the materials, Ozark Materials, LLC product will not meet the no-preheat application. Since Ozark Materials, LLC no-preheat product did not meet the specifications, they were deemed non-responsive.
- b. In our specifications, section 3 – Acceptance and Certification: Use only materials appearing on the Department's Qualified Product Listing 47 titled "Hot Applied Preformed Thermoplastic Pavement Markings". Ozark Materials, LLC is not listed on our approved OPL list. I did provide the Qualified Products Policy 47 explaining how a vendor may request to be included on our OPL 47 by furnishing the required information to the SCDOT Office of Materials and Research Lab along with the bid solicitation. Since Ozark Materials, LLC was not an approved manufacturer listed on our OPL 47, they were deemed non-responsive.
- c. In our specifications, section 2.1.11 – Manufacturing Control and ISO Certification: The manufacturer must be ISO 9001: 2008 certified and provide proof of current certification. I emailed Ozark Materials, LLC requesting the ISO certification proof. Ozark Materials, LLC responding back with the following: "We have previously not been able to apply for ISO certification because we were still in the process of completing our manufacturing plant. However, now that the plant has been completed, and production has begun, we are proceeding with our plans to become ISO certified. In the meantime, we do operate within the guidelines of ISO and our QC documents are in line with ISO requirements. We will forward our ISO certificate as soon as it is available." Since Ozark Materials, LLC is not ISO 9001: 2008 certified, they were deemed non-responsive.

For these reasons, Ozark Materials, LLC is deemed non-responsive.

Sheila O. Willis

Sheila O. Willis, CPPB  
Contract Services Procurement Manager  
September 8, 2014

NOTES: (1) Name and address of firm being considered nonresponsive  
(2) Enter Determination of nonresponsive

**Exhibit E**

STATE OF SOUTH CAROLINA  
PROCUREMENT OFFICE  
955 PARK STREET ROOM 101  
COLUMBIA SC 29201-3976

**Intent to Award**

Posting Date: October 17, 2014

**Solicitation: 5400008225**  
**Description: Thermoplastic Pavement Markings**  
**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 **08:00:00, October 28, 2014**. 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.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

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](mailto:protest-mmo@mmo.sc.gov) ,
- (b) by facsimile at 803-737-0639 , or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number:** 4400009457  
**Awarded To:** FLINT TRADING INC  
115 TODD COURT  
THOMASVILLE NC 27360

**Total Potential Value:** Not To Exceed \$ 3,000,000.00  
**Total Evaluated Amount:** \$16,403.83  
**Maximum Contract Period:** October 28, 2014 through October 27, 2019

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
00002	NPH 125 Mils Line White 4"x3' - 90LF	\$ 101.82	\$ 101.82
00003	NPH 125 Mils Line White 6"x3' - 60LF	\$ 102.00	\$ 102.00
00004	NPH 125 Mils Line White 8"x3' - 45LF	\$ 101.82	\$ 101.82
00005	NPH 125 Mils Line White 24"x3' - 15LF	\$ 102.00	\$ 102.00
00006	NPH 125 Mils Line Yellow 4"x3' - 90LF	\$ 108.90	\$ 108.90
00007	NPH 125 Mils Line Yellow 8"x3' - 45LF	\$ 108.90	\$ 108.90

00008	NPH 125 Mils Wh w/Blk border 4"x3' - 45'	\$ 115.65	\$ 115.65
00009	NPH 125 Mils Wh w/Blk border 6"x3' - 30'	\$ 99.23	\$ 99.23
00010	NPH 125 Mils Wh w/Blk border 8"x3' - 30'	\$ 154.20	\$ 154.20
00011	NPH125 Mil Wh Trn Arrow Lft 8'2"x6'3" - 2	\$ 212.72	\$ 212.72
00012	NPH 125 Mil Wh Strt Arrow 9'6"x3'3" - 2	\$ 183.44	\$ 183.44
00013	NPH 125 Mil Wh Combo Lft 13'1"x7'4" - 1	\$ 192.39	\$ 192.39
00014	NPH 125 Mils Yel w/Blk borde 4"x3' - 45'	\$ 119.03	\$ 119.03
00015	NPH 125 Mil Wh Ln Drop Lft 18'x5'8" - 1	\$ 274.49	\$ 274.49
00016	NPH125 Mil Wh Trn Arrow Rht 8'2"x6'3" - 2	\$ 212.72	\$ 212.72
00017	NPH 125 Mil Wh Combo Rht 13'1"x7'4" - 1	\$ 192.39	\$ 192.39
00018	NPH 125 Mil Wh Ln Drop Rht 18'x5'8" - 1	\$ 274.49	\$ 274.49
00019	NPH Cntrst Wh Trn Arrow Lft 8'2"x6'3" - 2	\$ 158.70	\$ 158.70
00020	NPH Cntrst Wh Strt Arrow 9'10"x3'3" - 2	\$ 172.80	\$ 172.80
00021	NPH Cntrst Wh Combo Lft 13'1"x7'4" - 1	\$ 319.95	\$ 319.95
00022	NPH Cntrst Wh Ln Drop Lft 18'x5'8" - 1	\$ 473.09	\$ 473.09
00023	NPH Cntrst Wh Trn Arrow Rht 8'2"x6'3" - 2	\$ 158.70	\$ 158.70
00024	NPH Cntrst Wh Combo Rht 13'1"x7'4" - 1	\$ 319.95	\$ 319.95
00025	NPH Cntrst Wh Ln Drop Rht 18'x5'8" - 1	\$ 473.03	\$ 473.03
00026	NPH 125 Mil Wh Legend - Ahead 8' - 1	\$ 211.39	\$ 211.39
00027	NPH 125 Mil Wh Legend - Lane 8' - 1	\$ 156.76	\$ 156.76
00028	NPH 125 Mil Wh Legend - Only 8' - 1	\$ 152.28	\$ 152.28
00029	NPH 125 Mil Wh Legend - Right 8' - 1	\$ 165.35	\$ 165.35
00030	NPH 125 Mil Wh Legend - RXR FHWA 20' - 1	\$ 291.55	\$ 291.55
00031	NPH 125 Mil Wh Legend - School 8' - 1	\$ 237.04	\$ 237.04
00032	NPH 125 Mil Wh Legend - Ends 8' - 1	\$ 167.34	\$ 167.34
00033	NPH 125 Mil Wh Legend - Stop 8' - 1	\$ 151.01	\$ 151.01
00034	NPH 125 Mil Wh Legend - X-ING 8' - 1	\$ 158.99	\$ 158.99
00035	NPH 125 Mil Wh Legend - Yield 8' - 1	\$ 165.23	\$ 165.23
00036	NPH Yield Line ShrK Teeth 12"x18" - 25	\$ 171.64	\$ 171.64
00037	NPH Yield Line ShrK Teeth 24"x36" - 10	\$ 130.74	\$ 130.74
00038	NPH Yield Line ShrK Teeth 16"x24" - 10	\$ 114.04	\$ 114.04
00039	NPH 90 Mil HandCP Sym Wh 28" - 5	\$ 167.34	\$ 167.34
00040	NPH 90 Mil HandCP Wh on Blu 40"x40" - 2	\$ 157.78	\$ 157.78
00041	NPH 90 Mil 4" Blue Lines 4"x3' - 90'	\$ 108.90	\$ 108.90
00042	NPH 90 Mil HandCP Sym Blu 28" - 5	\$ 167.34	\$ 167.34
00043	NPH 90 Mil HandCP Wh on Blu 48"x48" - 2	\$ 201.89	\$ 201.89
00044	NPH 90 Mil 6" Blue Lines 6"x3' - 60'	\$ 105.81	\$ 105.81
00045	NPH Thermo DWM Yel Tile 1'x2' - 32	\$ 557.40	\$ 557.40
00046	NPH Thermo DWM Brick Red Tile 1'x2' - 32	\$ 557.40	\$ 557.40
00047	NPH Thermo DWM Yel Tile 2'x4' - 32	\$ 557.40	\$ 557.40
00048	NPH Thermo DWM Brick Red Tile 2'x4' - 32	\$ 557.40	\$ 557.40
00049	NPH PreFrm Tape Conc Sealer 1 Gal -1 Can	\$ 44.10	\$ 44.10
00050	NPH PreFrm Tape Conc Sealer 5 Gal -1 Can	\$ 203.60	\$ 203.60
00051	NPH Appl Torch 2000 EX 5" Nozzle - 1	\$ 844.38	\$ 844.38
00052	PH 125 Mils Line White 4"x3' - 90LF	\$ 91.58	\$ 91.58
00053	PH 125 Mils Line White 6"x3' - 60LF	\$ 92.73	\$ 92.73
00054	PH 125 Mils Line White 8"x3' - 45LF	\$ 91.58	\$ 91.58
00055	PH 125 Mils Line White 24"x3' - 15LF	\$ 92.51	\$ 92.51
00056	PH 125 Mils Line Yellow 4"x3' - 90LF	\$ 96.03	\$ 96.03
00057	PH 125 Mils Line Yellow 8"x3' - 45LF	\$ 95.32	\$ 95.32
00058	PH125 Mil Wh Trn Arrow Lft 8'2"x6'3" - 2	\$ 193.11	\$ 193.11
00059	PH 125 Mil Wh Strt Arrow 9'6"x3'3" - 2	\$ 166.38	\$ 166.38
00060	PH 125 Mil Wh Combo Lft 13'1"x7'4" - 1	\$ 174.52	\$ 174.52
00061	PH 125 Mil Wh Ln Drop Lft 18'x5'8" - 1	\$ 248.93	\$ 248.93
00062	PH125 Mil Wh Trn Arrow Rht 8'2"x6'3" - 2	\$ 193.11	\$ 193.11
00063	PH 125 Mil Wh Combo Rht 13'1"x7'4" - 1	\$ 174.52	\$ 174.52
00064	PH 125 Mil Wh Ln Drop Rht 18'x5'8" - 1	\$ 248.93	\$ 248.93
00065	PH 125 Mil Wh Legend - Ahead 8' - 1	\$ 191.62	\$ 191.62
00066	PH 125 Mil Wh Legend - Lane 8' - 1	\$ 140.03	\$ 140.03
00067	PH 125 Mil Wh Legend - Only 8' - 1	\$ 138.16	\$ 138.16
00068	PH 125 Mil Wh Legend - Right 8' - 1	\$ 149.27	\$ 149.27

00069	PH 125 Mil Wh Legend - RXR FHWA 20' - 1	\$ 259.77	\$ 259.77
00070	PH 125 Mil Wh Legend - School 8' - 1	\$ 213.40	\$ 213.40
00071	PH 125 Mil Wh Legend - Ends 8' - 1	\$ 152.13	\$ 152.13
00072	PH 125 Mil Wh Legend - Stop 8' - 1	\$ 138.16	\$ 138.16
00073	PH 125 Mil Wh Legend - X-ING 8' - 1	\$ 139.59	\$ 139.59
00074	PH 125 Mil Wh Legend - Yield 8' - 1	\$ 149.27	\$ 149.27
00075	PH Yield Line Shrk Teeth 12"x18" - 25	\$ 64.02	\$ 64.02
00076	PH Yield Line Shrk Teeth 24"x36" - 10	\$ 72.11	\$ 72.11
00077	PH Yield Line Shrk Teeth 16"x24" - 10	\$ 106.15	\$ 106.15
00078	PH 90 Mil HandCP Sym Wh 28" - 5	\$ 152.13	\$ 152.13
00079	PH 90 Mil HandCP Wh on Blu 40"x40" - 2	\$ 143.44	\$ 143.44
00080	PH 90 Mil 4" Blue Lines 4"x3' - 90'	\$ 99.00	\$ 99.00
00081	PH 90 Mil HandCP Sym Blu 28" - 5	\$ 152.13	\$ 152.13
00082	PH 90 Mil HandCP Wh on Blu 48"x48" - 2	\$ 167.53	\$ 167.53
00083	PH 90 Mil 6" Blue Lines 6"x3' - 60'	\$ 96.20	\$ 96.20
00084	PH PreFrm Tape Conc Sealer 1 Gal -1 Can	\$ 44.10	\$ 44.10
00085	PH Appl Torch Magnum Heat Torch - 1	\$ 439.88	\$ 439.88

**Procurement Officer**  
**SHEILA O. WILLIS, CPPB**

## Exhibit F

Qualified Products Listing 47  
October 22, 2014

### SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

#### *Hot Applied Preformed Thermoplastic Pavement Markings*

<u>Source</u>	<u>Product Name</u>	<u>Date of Approval</u>
Flint Trading Inc. PO Box 160 Thomasville, NC 27361-0160	PreMark	10/15/1998
	ThermaLine	10/15/1998
Contact: Ray Kennedy Regional Sales and Support Manager 336-337-0949 cell <a href="mailto:rkennedy@flintrtrading.com">rkennedy@flintrtrading.com</a>	HotTape	10/15/1998
	Flametape (white only)	12/07/1998
Swarco Industries, Inc. PO Box 89 Columbia, TN 38402 (973) 751-3697	White Preformed Thermoplastic	07/15/2011
Ozark Materials, LLC* 591 Glendale Ave. Greenville, AL 36037 (540) 849-6684 Contact: John Smith	White Preformed Thermoplastic Yellow Preformed Thermoplastic	10/21/2014

\* Conditional approval pending final review of NTPEP data.

#### SCDOT Contact

Eric Carroll, P.E.

Chemical Stabilization Engineer

Office of Materials and Research

PO Box 191, Columbia, SC 29201

Phone: (803) 737-7116 Fax: (803) 737-6649 Email: [CarrollE@scdot.org](mailto:CarrollE@scdot.org)