	State of South Carolina Invitation For Bid	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400012476 12/02/2016 SCOTT DOBEREINER 803-737-1484 dobereinersa@scdot.org SCDOT Procurement Office PO Box 191 Columbia SC 29202-0191

DESCRIPTION: **On-Call Concrete/Flowable Fill – Chesterfield County**

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

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

SUBMIT OFFER BY (Opening Date/Time): **12/20/2016 14:30:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/12/2016 12:00:00** **Send questions to dobereinersa@scdot.org** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **See Page 3**

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

AWARD & AMENDMENTS	Award will be posted on **01/03/2017**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

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

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

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

PAGE TWO

(Return Page Two with Your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

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

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

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

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

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

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

End of PAGE TWO

INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ONLINE

All Offerors desiring to respond to this solicitation can register and submit their response online. To respond online, Offeror 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 Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user id and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids online.

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

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the **"Notes and Attachments"** tab of the online solicitation either on the main page or under the necessary line item.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:
DSIT Help Desk (803) 896-0001, Select Option 1, then Option 2
Monday – Friday 8:00 A.M. – 4:30 P.M. (EST)

Offeror instructions can be found at:
http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.phtm

NOTICE

- To submit bids vendors must use Internet Explorer 8, 9 or 10, which is compatible with SAP. Other browsers such as Internet Explorer 11, Google Chrome, or Mozilla Firefox will not function properly and may prohibit bid submissions.
- **It will be the responsibility of each bidder to ensure that their response was submitted properly. The Response Status must indicate 'Submitted'. If the response is in a 'HELD' or 'SAVED' status, you MUST go back in the system and submit the response before it can be 'ACCEPTED' by the State.**
- Bidders are encouraged to review the 'Simulation for Bid Creation' before trying to submit their response.
- Electronic bid submission (SRM Login) – https://vendorportal.sc.gov/irj/portal
- Submitting Confidential Data - http://procurement.sc.gov/PS/legal/PS-legal-general-info.phtm

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INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

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

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

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

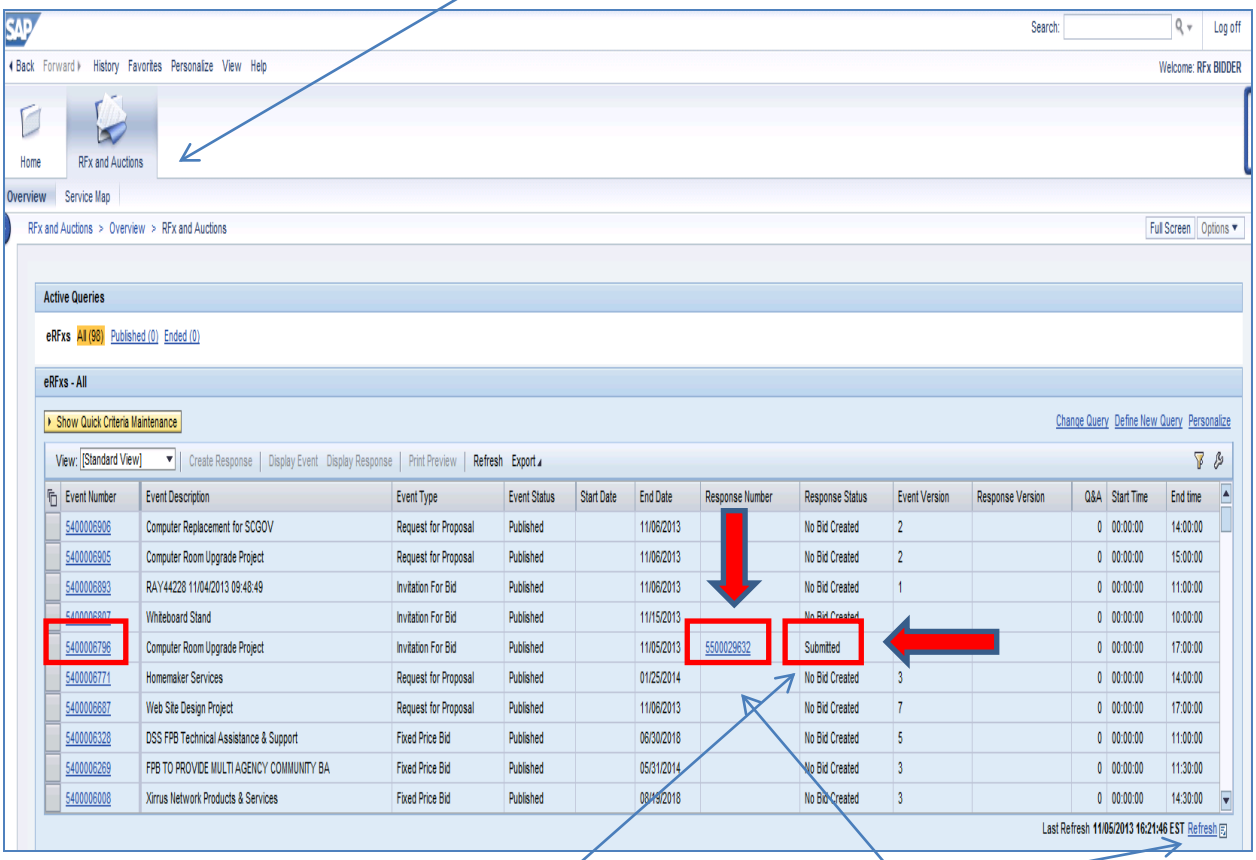
PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

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

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



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.

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I. SCOPE OF SOLICITATION

The SC Department of Transportation is seeking bids for an on call contract to furnish and deliver Concrete and Flowable Fill to various locations in Chesterfield County, conforming to all specifications herein.

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)

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

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 01/04/2017 End date: 01/03/2022. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. 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. [02-2A010-2]

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]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm(.) Section 11-57-310 requires the government to provide a person

ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

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]

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (JUN 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]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

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

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(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.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at 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 agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)
[02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

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

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (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]

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 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

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]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. *ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.* **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one

million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PROTEST - CPO - MMO ADDRESS (JUN 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)

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

III. SCOPE OF WORK/SPECIFICATIONS

The SC Department of Transportation is seeking bids for an on call contract to furnish and deliver Concrete and Flowable Fill to various locations in Chesterfield County, conforming to all specifications herein.

All quantities listed in the bid schedule are estimates only and will be used solely for evaluation purposes.

Materials furnished must be in accordance with 2007 Standard Specifications for Highway Construction as follows:

- Section 210 – Flowable Fill (Attachment A)
  http://www.scdot.org/doing/construction_StandardSpec.aspx
- Qualified Product Policy 28, March 13, 2015 (Attachment B)
  http://info.scdot.org/Construction_D/QualifiedProductPolicies2/28%20QPP%20031315.pdf
- Qualified Product List 28, November 10, 2016 (Attachment C)
  http://info.scdot.org/Construction_D/QualifiedProductList2/28%20QPL%20111016.pdf

All shipments will be accompanied by delivery tickets and/or invoices which shall include the supplier name, purchase order number, date of call, call number, and a complete description of items purchased.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- PURCHASE ORDER (JAN 2006)

All items shall be delivered within 48 hours after receipt of purchase order. [03-3038-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

MINORITY PARTICIPATION

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: http://osmba.sc.gov/directory.html

For a list of SCDOT Certified Minority Contractors, please consult the following URL:
http://www.scdot.org/doing/businessdevelop_scunified.aspx

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

The Extended Prices (Unit Price x Estimated Quantities) for each item will be used to determine the low bid. [06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

TRANSPORTATION SECRETARY APPROVAL REQUIRED

Any award is subject to prior approval by South Carolina Transportation Secretary which may take an additional ten (10) days to make an award.

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed 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. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (JAN 2006)

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

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]

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

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]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

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]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

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]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

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 PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov(.) [07-7B180-1]

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

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

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

SHIPPING / RISK OF LOSS (JAN 2006)

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

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 0 months, 0 days 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 (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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 090 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur

obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	250.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Class "A" Concrete 3000 PSI 1-5 CY

Tendering Text: Class "A" Concrete 3000 PSI, 1-5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 9

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	500.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Class "A" Concrete 3000 PSI Over 5 CY

Tendering Text: Class "A" Concrete 3000 PSI, Over 5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 10

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	250.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Class "B" Concrete 2500 PSI 1-5 CY

Tendering Text: Class "B" Concrete 2500 PSI, 1-5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 11

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	500.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Class "B" Concrete 2500 PSI Over 5 CY

Tendering Text: Class "B" Concrete 2500 PSI, Over 5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 12

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	250.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Class "D" Concrete 4000 PSI 1-5 CY

Tendering Text: Class "D" Concrete 4000 PSI, 1-5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 13

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	500.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Class "D" Concrete 4000 PSI Over 5 CY

Tendering Text: Class "D" Concrete 4000 PSI, Over 5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 14

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	500.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Flowable Fill 1-5 CY

Tendering Text: Flowable Fill, 1-5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 15

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0008	1,000.000	Cubic Yard		

Product Catg.: 75070 - Ready-Mix Concrete (See 150-12 for Bagged Concrete

Item Description: Flowable Fill Over 5 CY

Tendering Text: Flowable Fill, Over 5 Cubic Yards per specifications herein. Quantities listed above are estimates only and will be used for evaluation purposes. Actual amounts may be more or less depending on need.

Internal Item Number: 16

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	_____Yes _____No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	_____Yes _____No

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A – Section 210 - Flowable Fill
Attachment B – Qualified Products Policy #28
Attachment C – Qualified Products List #28

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: **https://dor.sc.gov**

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: **https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf**

[09-9005-3]

SECTION 210

FLOWABLE FILL

210.1 Description

1 This section contains specifications for materials, equipment, construction, measurement, and payment for the use of flowable fill, its application, materials, proportioning, handling, maintenance, and protection. Flowable fill is a controlled low strength material (CLSM) that can be placed in a self-leveling consistency or in a less flowable state to reduce the fluid pressures exerted by the material. The ultimate unconfined compressive strengths are controlled at specified low levels to maintain the ability to re-excavate and the hardened flowable fill should not exhibit settlement.

2 Flowable fill is typically used for routine backfilling for bridge abutments, utility trenches, pipes, catch basins, drop inlets, manholes, etc., bedding and encasement of pipes, filling the voids of abandoned below ground structures including pipelines, culverts, and storage tanks; structural backfilling beneath foundations; and other applications specified by the Plans or by the RCE.

210.2 Materials

1 Refer to **SC-M-210** for material requirements.

2 If a Foaming Agent is used as an additive to the concrete mix for flowable fill, ensure that it is in conformance with the requirements of ASTM C 869 when tested using ASTM C 796 and is obtained from a source appearing on the most recent edition of *SCDOT Qualified Product List 31*.

210.3 Equipment

1 Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the RCE as to both type and condition before the start of work under this section. Provide sufficient equipment to enable prosecution of the work in accordance with the project schedule and completion of the work in the specified time.

2 Use equipment specified in **SC-M-210** to transport and place flowable fill.

210.4 Construction

210.4.1 Proportioning of Mixture

1 Select mixture proportions given in **SC-M-210**.

210.4.2 Preparation and Placement

1 Properly prepare the site before placing flowable fill. Place pipe joints or other utility as normal. Provide at least 6-inch cover of flowable fill above any utility line.

2 The RCE will select the appropriate type of mix, as defined in **SC-M-210** for the application at the site. If covering pipes or other items, ensure that the item is sufficiently anchored to prevent floating.

3 Protect flowable fill from freezing for a period of 36 hours after placement. Do not place flowable fill when ambient air temperature is below 40°F. Make certain that the temperature of the flowable fill is at least 50°F at the time of delivery.

4 Discharge the flowable fill directly from the mixer truck into the space to be filled or by other methods approved by the RCE. Place the mix either in lifts or in full depth as conditions at the site dictate. Compaction of individual layers of flowable fill is not necessary. Construct formed walls or other bulkheads to withstand the hydrostatic pressure exerted by the flowable fill. Block trench ends outside the roadway with sandbags or mounded soil rather than wood or metal forms. When backfilling utilities such as pipe culverts, distribute the flowable fill evenly to prevent any movement of the line.

5 The routine use of vibrators is prohibited. If the mix does not self-consolidate, cease placement of the flowable fill material until an acceptable product is provided. Under some conditions, the RCE may allow placement of flowable fill under conditions of rain or standing water. Do not place flowable fill under these conditions without prior approval of the RCE. If the flowable fill placement is not proceeding satisfactorily, the RCE may rescind such approval at any time.

6 Once the flowable fill is in the trench, make provision for bleed water that is displaced during the consolidation process to run off and away from the surface of the hardening flowable fill. Do not use plastic sheets as vapor barriers.

7 An initial subsidence of ⅛ inch per vertical foot of depth of flowable fill is allowed as excess water is displaced. Once the flowable fill hardens, shape the material the following day to allow the patch thickness required by the RCE. Placement of the patch directly on top of the flowable fill is allowed.

8 The RCE will determine when full traffic may be allowed on the flowable fill. If it is necessary to return traffic in less than 8 hours, or if there is concern that traffic flow will cause damage to the fill or any structure below, use steel plates to bridge over the hardening flowable fill. If the filled cavity is too wide to bridge, place steel plates on the surface of the hardening flowable fill as soon as it is able to support foot traffic.

210.5 Measurement

1 The quantity for Flowable Fill is the volume of flowable fill furnished and placed as prescribed and is measured by the cubic yard (CY) of flowable fill delivered to the job site and incorporated into the work as shown on the Plans or otherwise directed by the RCE, complete, and accepted.

210.6 Payment

1 Payment for the accepted quantity for Flowable Fill, measured or determined in accordance with **Subsection 210.5**, is determined using the contract unit bid price for the pay item. Payment is full compensation for furnishing and placing the flowable fill material as specified or directed and includes proportioning, mixing, handling, hauling, placing, maintenance, and protection of the flowable fill; providing admixtures, shoring, and steel plates; and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to necessary to complete the work in accordance with the Plans, the Specifications, and other terms of the Contract.

2 Payment for this item includes all direct and indirect costs and expenses necessary to complete the work.

3 Pay items under this section include the following:

Item No.	Pay Item	Unit
2103000	Flowable Fill	CY

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION

QUALIFIED READY-MIX CONCRETE PLANTS

The purpose of this policy is to establish the procedures for becoming qualified as a supplier of ready-mix concrete. Only qualified suppliers will be permitted to furnish concrete for SCDOT projects.

To be considered for qualification, the Concrete supplier must submit a plant certification from the National Ready Mix Concrete Association (NRMCA) for each plant proposed to provide concrete for SCDOT projects. Documentation must also be provided showing that the inspector certifying the plant has completed the additional SCDOT related training provided by the Carolinas Ready Mixed Concrete Association (CRMCA) prior to the inspection. The CRMCA can be reached at (704) 717-9199 or on the Internet at www.crmca.com.

Requests for qualification should be submitted to:

Aly A. Hussein, PhD, PE
Structural Materials Engineer
SCDOT Office of Materials and Research
PO Box 191
Columbia, SC 29202
Phone: (803) 737-6687
Fax: (803) 737-6649
Email: husseinaa@scdot.org

Suppliers included on the qualified product list must still meet all SCDOT specifications and requirements for the equipment, materials, and procedures used during the production of concrete. Additionally, SCDOT personnel have the authority to perform quality assurance inspections of the plants furnishing concrete for SCDOT work at any time without notice.

Plants that do not comply with SCDOT standard specifications or the NRMCA certification program requirements, or that are not furnishing concrete for SCDOT projects, may be taken off the qualified product list. If the SCDOT removes a supplier from qualified product list, the supplier must provide a new NRMCA certification along with the inspector documentation to be considered for reinstatement to the list.

The following are the requirements for NRMCA Inspecting Engineer and Engineer's Assistant Certification Program.

Inspecting Engineer and Engineer's Assistant Certification Program

Inspecting Engineer Certification Requirements

1. The Inspecting Engineer must be a Registered Professional Engineer in South Carolina.
    a. For inspection of plants outside of South Carolina, the Inspecting Engineer must have dual registration – South Carolina and the state in which the facility being inspected is located.
2. The Inspecting Engineer may be an employee of the Ready-Mixed Company or production plant being inspected.
3. The Inspecting Engineer may be an employee of a raw material supplier of the ready-mixed company or production plant being inspected.
4. The Inspecting Engineer must be familiar with the physical/mechanical components of a concrete production facility
5. The Inspecting Engineer must be on the CRMCA's current qualified list of Inspecting Engineers (The following are prerequisites for CRMCA qualified listing)
    a. Must complete an 8 hr CRMCA administered training/certification course on NRMCA plant inspection
    b. Must pass CRMCA administered written plant inspection EXAM
    c. Certification is valid for 5 years (Must pass a written exam to re-certify)
6. The Inspecting Engineer may have the assistance of another individual or individuals meeting the requirements below that are under the charge of the Inspecting Engineer. In any case, the Inspecting Engineer must be present during at least 10% of the inspection time.

Inspecting Engineer's Assistant Certification Requirements

1. The Engineer Assistant must be a Certified NRMCA Production Control (Level II) or NRMCA Concrete Technologist (Level III)
2. The Engineer's Assistant may be an employee of the Ready-Mixed Company or production plant being inspected.
3. The Engineer's Assistant may be an employee of a raw material supplier of the ready-mixed company or production plant being inspected.
4. The Engineer's Assistant must be familiar with the physical/mechanical components of a concrete production facility
5. The Engineer's Assistant must be on the CRMCA's current qualified list of Inspecting Engineers Assistants (The following are prerequisites for CRMCA qualified listing)
    a. Must complete an 8 hr CRMCA administered training/certification course on NRMCA plant inspection
    b. Must pass CRMCA administered written plant inspection EXAM
    c. Certification is valid for 5 years (Must pass a written exam to re-certify)

Certification and Re-Certification of Concrete Delivery Trucks

SCDOT requires "OPTION B" of the NRMCA truck inspection process. All certifications and re-certifications of delivery trucks must be performed by a Certified Inspecting Engineer. All delivery vehicles must be inspected annually.

South Carolina Department of Transportation
Qualified Ready Mix Concrete Plants

Plant names that appear on this list are qualified to furnish concrete to the department projects at the time of inspection.
The Project Engineer should assure the plant is in compliance to furnish the type concrete needed when contractor orders concrete. Plants that DID NOT comply with department's specifications at the time of inspection ARE NOT listed.
**Note; NRMCA CERTIFICATIONS MUST BE CURRENT AT THE TIME OF PROVIDING SERVICES TO SCDOT PROJECTS.

COUNTY / STATE	COMPANY ADDRESS	LOCATION	CONTACT/ PHONE NUMBER	** EXPIRATION DATE	NRMCA ID Number	SITE MANAGER P/S CODE
02	Argos USA, LLC 50 Main St. Jackson, SC 29831	Jackson Plant 267	John Fleishauer 706-823-4470	10/28/2018	20543	RMCP193
02	Argos USA, LLC 134 Willow Run Rd. Aiken, SC 29801	Aiken Plant 264	John Fleischauer 706-823-4470	10/13/2017	19067	RMCP192
04	Concrete Supply Co. 5207 Old Pearman Dairy Rd. Anderson, SC 29625	Anderson Plant 308	864-224-8722	11/25/2017	19173	RMCP210
04	Concrete Supply Co. 650 Hurricane Creek Rd. Piedmont, SC 29673	Piedmont Plant 311	864-594-4100	8/27/2017	18991	RMCP245
04	Thomas Concrete 124 Moats Fowler Rd. Anderson, SC 29626	Anderson Plant #4000	Steve Tanner 864-225-1070	11/3/2018	20492	RMCP004
04	Thomas Concrete 105 Piedmont Rd. Piedmont, SC 29673	Powdersville/ Piedmont Plant #4400	Joe Jones 864-269-3606	11/3/2018	20548	RMCP155
05	Orangeburg Redi-Mix Co. 100 Firetower Rd. Bamberg, SC 29003	Bamberg Plant 2	J. C. Till 803-245-5363	9/29/2017	18985	RMCP006
06	Webb Concrete Co. 374 Church St. Barnwell, SC 29812	Barnwell	Richard Webb 803-259-3562	8/4/2017	18923	RMCP156

COUNTY / STATE	COMPANY ADDRESS	LOCATION	CONTACT/ PHONE NUMBER	** EXPIRATION DATE	NRMCA ID Number	SITE MANAGER P/S CODE
07	Essroc Ready Mix 45 Sheridan Park Circle Bluffton, SC 29910	Bluffton Plant 176	David Runyon 843-815-4111	12/30/2016	17751	RMCP186
07	Essroc Ready Mix 45 Sheridan Park Circle Bluffton, SC 29910	Beaufort Plant 177	David Runyon 843-815-4111	12/30/2016	17752	RMCP187
07	Low Country Concrete of Ridgeland, Inc. 330 Parker Dr. Beaufort, SC 29906	Beaufort Plant 3	Larry Herndon 843-846-8024	12/20/2016	17849	RMCP109
08	Knight's Redi-Mix 1160 Ben Barron Ln, Moncks Corner, SC 29461	Moncks Corner Plant 1	Kevin Cox 843-821-7600	1/17/2017	17888	RMCP105
08	Argos USA, LLC 133 Arden Lane Moncks Corner, SC 29461	Moncks Corner Plant 277	Dewayne Hartzell 843-345-0975	5/6/2017	18551	RMCP096
08	Concrete Supply Co. 2808 South Live Oak Dr. Moncks Corner, SC 29116	Moncks Corner Plant 373	Kevin Garrick 843-200-1884	10/23/2017	19179	RMCP253
08	Van Smith Concrete Co. 100 Terrace Lane Goose Creek, SC 29445	Goose Creek Plant 5	Van Smith 843-744-2567	12/22/2016	17846	RMCP010
08	Wando Redi Mix, LLC 3211 US 52 Moncks Corner, SC 29461	Moncks Corner Plant 3	D'Artagnan Gibson 843-296-7368	6/4/2017	18626	RMCP242
10	Ford's Redi-Mix Concrete Co. 1527 Kings St. Ext. North Charleston, SC 29405	Charleston	Donnie Buhrmaster 843-723-9228	12/23/2016	17845	RMCP081
10	Ford's Redi-Mix Concrete Co. 3397 Ladson Rd. Ladson, SC 29456	Ladson	Donnie Buhrmaster 843-723-9228	12/23/2016	17844	RMCP013
10	Keystone Concrete Services 3791 Old Charleston Highway Johns Island, SC 29455	John's Island Plant 1	Thomas Hutto 843 402-0200	1/30/2017	17890	RMCP188
10	Knight's Redi Mix 4990 LaCross Rd. Charleston, SC 29406	N. Charleston Plant 3 LaCross Rd.	Kevin Cox 843-821-7600	1/15/2017	17887	RMCP008

COUNTY / STATE	COMPANY ADDRESS	LOCATION	CONTACT/ PHONE NUMBER	** EXPIRATION DATE	NRMCA ID Number	SITE MANAGER P/S CODE
10	Port City Concrete, Inc. 9530 William Aiken Ave. North Charleston, SC 29456	Charleston Plant 1	Kenny Heissenbuttle 843-735-5280	2/9/2017	17891	RMCP153
10	Argos USA, LLC 2769 3 Lakes Rd. Charleston, SC 29415	Charleston Plant 275	DeWayne Hartzell 843-744-3535	4/30/2018	19922	RMCP087
10	Stono Concrete, Inc. 3891 Old Charleston Road Johns Island, SC 29455	Johns Island Plant 1	Gordon Jenkins 843-852-4547	11/25/2017	19258	RMCP158
10	Van Smith Concrete Co. 100 Van Smith Ave. North Charleston, SC 29405	Charleston Plant 2	Glenn Wolfe 843-744-2640	12/22/2016	17847	RMCP075
10	Van Smith Concrete Co. 657 Long Point Rd. Mt. Pleasant, SC 29464	Mount Pleasant Plant 3	Van Smith 843-744-2567	4/30/2018	20005	RMCP076
10	Wando Redimix, LLC 2398 Aviation Ave. North Charleston, SC 29406	Aviation Ave. Plant 1	D'Artagnan Gibson 843-296-7368	6/4/2017	18625	RMCP229
10	Wando Redimix, LLC 2025 Cherry Hill Lane North Charleston, SC 29405	N. Charleston Plant 2	Earl Parrin 843-708-4608	5/12/2018	19923	RMCP012
11	Thomas Concrete 1175 Wilcox Ave. Gaffney, SC 29341	Gaffney Plant 4900	Phil Jolly 864-469-4041	8/20/2017	18868	RMCP223
12	Dawkins Concrete 2978 Lancaster Hwy. Richburg, SC 29729	Portable Plant Richburg	Wayne Garner 843-332-4627	10/26/2017	19167	RMCP246
12	Stevenson-Weir, Inc. 4773 Richburg Rd. Richburg, SC 29729	Richburg Plant	Kendrick Stevenson 803-328-3773	12/2/2016	17941	RMCP227
13	Warden & Smith 290 U.S. 1 Cheraw, SC 29520	Cheraw Cheraw Plant 1	Burchell King 843-537-2188	10/20/2018	20549	RMCP094
13	Warden & Smith 28145 Hwy 9 East Pageland, SC 29728	Pageland Plant Pageland	Burchell King 843-537-2188	10/14/2017	19158	RMCP248

COUNTY / STATE	COMPANY ADDRESS	LOCATION	CONTACT/ PHONE NUMBER	** EXPIRATION DATE	NRMCA ID Number	SITE MANAGER P/S CODE
14	Concrete Supply Co. 1218 Hamilton Rd. Manning, SC 29102	Manning Plant 363	Gene Weston 803-773-3353	01/05/2017	17811	RMCP254
15	Colleton Tile & Concrete Co. 635 Dorsey St. Walterboro, SC 29488	Walterboro Plant 2	Richard Mitchell 843-538-2920	02/19/2017	17974	RMCP019
15	Knight's Redi Mix 379 State Rd. S-15-600 Walterboro, SC 29488	Walterboro Plant 2	John Pruitt 843-538-2272	09/28/2017	19119	RMCP073
16	Dawkins Concrete 1329 Ruby Rd. Hartsville, SC 29550	Hartsville Plant	Wayne Garner 843-332-3561	6/14/2018	19982	RMCP182
17	Argos USA, LLC 869 Scottland Rd, Dillon, SC 29536	Dillon Plant 224	Kathy Kidder 843-458-4898	3/14/2017	18121	RMCP091
18	Knight's Redi Mix 480 Hodge Rd. Summerville, SC 29483	Summerville Plant 4 Belgium Rd.	Kevin Cox 843-821-7600	9/28/2017	19118	RMCP169
18	Argos USA, LLC 114 Sheep Island Rd. Summerville, SC 29418	Summerville Plant 276	DeWayne Hartzell 843-744-3535	6/17/2017	18549	RMCP014
18	Van Smith Concrete Co. 1110 Drop Off Dr Summerville, SC 29483	Summerville Plant 4	Chad Woodell 843-851-8998	4/21/2018	20004	RMCP200
19	Cornerstone Ready Mix 1502 Stephens Road North Augusta, SC 29860	N. Augusta Plant	Bobby Allen 803-279-9015	5/25/2018	20015	RMCP260
21	Concrete Supply Co. 3041 S. Irby St. Florence, SC 29505	Florence Plant 370	Scott Askins 843-394-3545	8/10/2017	18764	RMCP137
21	Argos USA, LLC 830 W. Lucas St. Florence, SC 29501	Florence Plant 221	Kathy Kidder 843-458-4898	3/12/2017	18120	RMCP088
21	Argos USA, LLC 963 S. Warren St. Timmonsville, SC 29161	Timmonsville Plant 223	Kathy Kidder 843-458-4898	3/14/2017	18118	RMCP089

COUNTY / STATE	COMPANY ADDRESS	LOCATION	CONTACT/ PHONE NUMBER	** EXPIRATION DATE	NRMCA ID Number	SITE MANAGER P/S CODE
22	Argos USA, LLC 210 Ridge St. Georgetown, SC 29440	Georgetown Plant 273	DA Jackson 843-495-0161	10/2/2017	19069	RMCP138
22	S & W Ready Mix Concrete 12414 SC-707 Murrells Inlet, SC 29576	Murrells Inlet Plant #22	Randall Watts 843-651-0404	5/14/2017	18440	RMCP106
22	S & W Ready Mix Concrete 144 Ridge St. Georgetown, SC 29440	Georgetown Plant 23	Randy Harrelson 843-347-9133	10/10/2017	19027	RMCP108
23	Carolina Concrete Co. 406 MacKenzie Dr Greenville, SC 29605	Greenville Plant 4	Mark Hartsell 864-833-0261	1/3/2018	19368	RMCP107
23	Concrete Supply Co. 1438 Old Stage Rd. Mauldin, SC 29602-2486	Mauldin Plant 305	Ben Spradlin 864-220-2455	5/19/2017	18400	RMCP211
23	Concrete Supply Co. 510 Old Paris Mountain Rd. Greenville, SC 29609	Greenville Paris Mountain Plant 307	Ben Spradlin 864-220-2455	2/28/2017	17946	RMCP212
23	Metrocon, Inc. 6077 Locust Hill Road Travelers Rest, SC 29690	Travelers Rest Plant 2	Daniel Crosby 864-868-9882	10/30/2017	19211	RMCP247
23	Sandlapper Concrete, LLC 2607 Woodruff Road Suite E-308 Simpsonville, SC 29681	Simpsonville Plant 1	Tony Doll 864-963-5875	12/1/2016	17857	RMCP184
23	Thomas Concrete 719 Worley Rd. Greenville, SC	Greenville Plant 4500	Wayne Threll 864-770-0391	10/5/2018	20409	RMCP051
23	Thomas Concrete 140 Industrial Blvd. Fountain Inn, SC 29644	Fountain Inn Plant 4200	Mike Rampey 864-862-7400	9/21/2018	20411	RMCP049
24	Concrete Supply Co. 711 State Rd S-24-51 Greenwood, SC 29649	Greenwood Plant 303	Michael Murray 864-223-8146	5/19/2017	18399	RMCP213
24	Thomas Concrete 3623 Old Laurens Hwy. Greenwood, SC 29648	Greenwood Plant 5100	Steve Tanner 864-844-3991	6/10/2018	19989	RMCP241

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25	Wiggins Concrete Co., Inc. 580 Ben Hazel Rd. Hampton, SC 29924	Hampton	Bob Wiggins 803-625-2288	6/19/2017	18623	RMCP119
25	Wiggins Concrete Co., Inc. 429 Keene Ave. Estill, SC 29918	Estill	Bob Wiggins 803-625-2288	6/19/2017	18622	RMCP033
26	Benton Ready Mix, Inc. 3464 Mt. Pisgah Cemetery Rd. Conway SC 29528	Homewood Plant Conway	Kenneth Huggins 843-369-4000	6/27/2018	20133	RMCP103
26	Benton Ready Mix, Inc. 2835 Holmestown Road Myrtle Beach, SC 29528	Myrtle Beach Plant	Kenneth Huggins 843-458-1814	4/20/2017	18318	RMCP232
26	Concrete Supply Co. 2109 Bell Rd. Longs, SC 29568	North Myrtle Beach Plant 387 Longs SC	Stan Harkenreader 843-385-0482	6/5/2017	18571	RMCP151
26	Concrete Supply Co. 2231 State Hwy 643 Myrtle Beach, SC 29577	South Myrtle Beach Plant 386	Stan Harkenreader 843-385-0482	6/5/2017	18572	RMCP164
26	Argos USA, LLC 2511 Big Block Rd. Myrtle Beach, SC 29588	Surfside Plant 270	DA Jackson 843-495-0161	1/12/2017	19232	RMCP005
26	Argos USA, LLC 100 State Hwy. 57 N. Little River, SC 29566	N. Myrtle Beach Little River Plant 271	DA Jackson 843-495-0161	7/22/2017	18550	RMCP165
26	S & W Ready Mix Concrete 1040 Redi Mix Rd. Little River, SC 29566	Little River Plant #19	Bernard Beaty 843-399-5523	10/10/2017	19024	RMCP018
26	S & W Ready Mix Concrete 130 Winyah Rd. Conway, SC 29562	Conway Plant 21	Tommy Owens 843-241-3425	10/10/2017	19026	RMCP001
27	Low Country Concrete 538 Stiney Road Hardeeville, SC 29927	Hardeeville Plant 2	Larry Herndon 843-726-4025	12/20/2016	17848	RMCP129
27	Palmetto Ready Mix 30 Carolina Park Drive Ridgeland, SC 29936	Ridgeland Plant 1	Dan Tomlinson 843-987-0222	11/10/2017	19216	RMCP163

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27	Argos USA, LLC 163 Pearlstine Drive Ridgeland, SC. 29936	Ridgeland Plant 278	Caleb Rubio 843-987-1927	2/17/2017	18126	RMCP 116
28	Capital Concrete Co. 1421 Brazell Road Elgin, S.C. 29045	NE Plant 3 Elgin, SC	Rusty Shealy 803-808-0825	9/30/2018	20444	RMCP083
28	Concrete Supply Co. 246 Kinard Rd. Lugoff, SC 29078	Camden Plant 330 Lugoff	Sam Tupper 803-432-2084	5/27/2018	20115	RMCP037
29	Concrete Supply Co. 9169 Northfield Drive Fort Mill, SC 29707	Lancaster Plant 101	Hugh Smith 803-327-5504	10/27/2018	20613	RMCP214
30	Carolina Concrete Co. 54 Burts Rd Clinton, SC 29325	Clinton Plant 2	Mark Hartsell 864-833-0261	3/9/2017	18106	RMCP122
30	Carolina Concrete Co. 1101 Quarry Rd. Gray Court, SC 29645	Gray Court	Mark Hartsell 864-833-0261	4/29/2017	18246	RMCP170
32	Capital Concrete Co. 1059 Bonhomme Richard Dr. Lexington, SC 29072	Lexington Plant 1	Rusty Shealy 803-808-0825	9/30/2018	20443	RMCP069
32	Capital Concrete Co. 144 Sandhills Lane Gaston, SC 29053	Gaston Calhoun Plant 2	Rusty Shealy 803-808-0825	9/30/2018	20445	RMCP080
32	Concrete Supply Co. 1740 Double Branch Rd. West Columbia, SC 29169	West Columbia Plant 338	803-251-8617	6/26/2017	18580	RMCP207
32	Concrete Supply Co. 585 Calks Ferry Road Lexington, SC 29240	Lexington Plant 339	803-251-8617	3/4/2017	18107	RMCP208
32	Concrete Supply Co. 200 Frontage Rd. (Off of Dooley Road) Lexington, SC	Lexington Plant 335	Ken Snell 803-957-0356	6/2/2018	20114	RMCP215
32	Argos USA, LLC 405 Sam Koon Rd. Chapin, SC 29036	Chapin Plant 263	William Jamison 803-945-0111	7/6/2017	18637	RMCP152

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32	Argos USA, LLC 158 Industrial Dr. Lexington, SC 29072	Lexington Plant 260	803-256-2599	3/19/2018	19586	RMCP084
33	Concrete Supply Co. 145 Watson Drive McCormick, SC 29835	McCormick Plant 5	Marlin Poston 803-223-4606	1/7/2018	19437	RMCP251
33	Concrete Supply Co. 145 Watson Drive McCormick, SC 29835	McCormick Plant 5-2	Marlin Poston 803-223-4606	1/7/2018	19436	RMCP252
34	Argos USA, LLC 122 Palmetto Pointe Rd. Marion, SC 29571	Marion Plant 222	Kathy Kidder 843-458-4898	3/13/2017	18119	RMCP092
35	Warden & Smith 497 Hwy 385 N. Bennettsville, SC 29512	Bennettsville Plant 3	Burchell King 843-537-2188	10/14/2018	20550	RMCP095
36	Carolina Concrete Co., Inc. 1710 Dixie Dr. Newberry, SC 29108	Newberry Plant 1	Mark Hartsell 864-833-0261	11/22/2016	17769	RMCP121
37	Concrete Supply Co. 640 Old Clemson Hwy Seneca, SC 29672	Clemson Plant 310	Ben Spradlin 864-220-2455	11/25/2017	19172	RMCP216
37	Thomas Concrete Co. 375 Keowee School Rd. Seneca, SC 29672	Seneca Plant 4300	Richard Smith 864-985-0006	11/3/2018	20493	RMCP053
38	Orangeburg Redi-Mix Concrete 115 Old Elloree Rd. Orangeburg, SC 29115	Orangeburg Plant 1	J. C. Till 803-534-4343	9/29/2017	18984	RMCP128
38	Concrete Supply Co. 7638 Hwy 6 Santee, SC 29142	Santee Plant 352	Kenneth Westbury 803-534-9880	2/11/2018	19540	RMCP256
38	Concrete Supply Co. 120 Monticello Road Orangeburg, SC 29115	Orangeburg Plant 341	Andy Westbury 803-534-9886	4/21/2017	18317	RMCP230
39	Metrocon, Inc. 2399 Norris Hwy. Central, SC 29630	Six Mile Plant Central, SC	Daniel Crosby 864-868-9882	8/23/2018	20172	RMCP052

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40	Concrete Supply Co. 7607 Richards St. Columbia, SC 29209	Columbia Richard St.	Jeff Sanders 803-256-9288	9/14/2017	19083	RMCP117
40	Concrete Supply Co. 2001 Taylor St. Columbia, SC 29204	Taylor St. Plant	803-256-9517	4/7/2017	18108	RMCP205
40	Concrete Supply Co. 140 Hobart Rd. Blythewood, SC 29016	Blythewood Plant 333	Bill Clowney 803-735-9667	5/6/2017	18581	RMCP217
40	Argos USA, LLC 1400 Key Rd Columbia, SC 29201	Columbia Plant 261 (Key Rd.)	Shelli Lawrence 803-254-5656	3/20/2017	18113	RMCP086
40	Argos USA, LLC 9624 Mill Field Rd. Columbia, SC 29223	N. E. Columbia Plant 262	William Jamison 803-736-7556	3/20/2017	18112	RMCP085
42	Concrete Supply Co. 475 Simuel Rd Spartanburg, SC 29303	Spartanburg Plant 301	Steve West 864-594-7299	2/28/2017	17945	RMCP218
42	Concrete Supply Co. 1401 SC Hwy 101 Greer, SC 29651	Greer Hwy.101 Plant 304	Harvey Gosnell 864-968-0726	11/18/2017	19171	RMCP219
42	GSP Concrete, LLC 205 Plemmons Rd. Duncan, SC 29334	Duncan Plant 1	Adam Jones 864-801-8686	11/1/2017	19122	RMCP148
42	Sandlapper Concrete, LLC 198 Freeman Farm Rd. Duncan, SC 29334	Duncan Plant 2	864-963-5875	6/16/2017	18619	RMCP240
42	Thomas Concrete 1857 South Hwy 14 Greer, SC 29650	Greer Plant 4100	Michael Bennett 864-469-2042	8/21/2017	18869	RMCP224
42	Thomas Concrete Co. 520 Springfield Road Spartanburg, SC 29303	Spartanburg Plant #4600	Mike Wilkinson 864-597-1954	10/30/2018	20410	RMCP226
42	Thomas Concrete Co. 6950 Highway 221 Moore, SC 29369	Moore Plant 5200	Keith Hubbard 864-305-1942	10/6/2017	19218	RMCP259

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43	Concrete Supply 222 Dingle St. Sumter, SC 29150	Sumter Plant 360	Gene Weston 803-773-3353	6/2/2017	18582	RMCP257
43	Concrete Supply 5630 John Franklin Rd. Sumter, SC 29154	Sumter Plant 361 Shaw AFB	Gene Weston 803-773-3353	6/17/2017	18599	RMCP258
43	Capital Concrete Co. 390 Builders Road Sumter, SC 29154	Sumter Plant 4	Troy Benenhaley 803-481-9915	11/5/2016	17586	RMCP185
43	Glasscock Ready Mix Concrete 170 S. Lafayette Dr. Sumter, SC 29150	Plant 1 Sumter	Roy Hancock 803-494-2694	3/8/2017	18063	RMCP123
43	Glasscock Ready Mix Concrete 5378 Broad St. Sumter, SC 29154	Sumter Plant #2 Manual Plant Shaw AFB	Roy Hancock 803-494-2694	3/28/2017	18062	RMCP147
43	Glasscock Ready Mix Concrete 5378 Broad St. Sumter, SC 29154	Sumter Plant #3 Central Plant Shaw AFB	Roy Hancock 803-494-2694	3/28/2017	18061	RMCP044
45	Concrete Supply Co. 311 S. Longstreet St. Kingstree, SC 29556	Kingstree Plant 371	Scott Askins 843-355-7613	6/17/2017	18552	RMCP110
46	Blue Dot Readi Mix 9104 Northfield Drive Fort Mill, SC 29716	Indian Land/ Fort Mill Plant 521	Robert Poole 704-201-1840	11/24/2016	17697	RMCP228
46	Concrete Supply Co. 9169 Northfield Drive Fort Mill, SC 29707	Indian Land Plant Fort Mill	Scott O'Hara 803-548-9003	3/10/2018	19387	RMCP029
46	Concrete Supply Co. 1000 Richland St. Rock Hill, SC 29732	Rock Hill Plant 102-A	Tony Hunt 704-634-2092	1/14/2018	19388	RMCP220
46	Concrete Supply Co. 1000 Richland St. Rock Hill, SC 29732	Rock Hill Plant 102-B	Tony Hunt 704-634-2095	3/28/2018	19390	RMCP225
46	Argos USA, LLC 1196 Hensley Road Fort Mill, SC 29715	Fort Mill Plant 251	Chris Benton 704-400-1729	7/19/2017	18633	RMCP175

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46	Stevenson-Weir, Inc. 1523 South Anderson Rd. Rock Hill, SC 29731	Rock Hill Plant 1	Kendrick Stevenson 803-328-3773	9/5/2018	20287	RMCP068
46	Stevenson-Weir, Inc. 1523 South Anderson Rd. Rock Hill, SC 29731	Rock Hill Plant 2	Kendrick Stevenson 803-328-3773	9/5/2018	20289	RMCP199
46	Thomas Concrete Co. 350 Flint Hill Rd. Fort Mill, SC 29715	Fort Mill Plant 512	Vincent Washington 704-634-2534	2/13/2017	18022	RMCP050
46	Thomas Concrete Co. 1803 Yorkshire Rd. Rock Hill, SC 29730	Rock Hill Plant 518	Vincent Washington 704-634-2534	2/13/2017	18025	RMCP038
GA	Argos USA, LLC 109 Laney Walker Blvd. Augusta, GA 30901	Augusta, GA Plant 265	John Fleischauer 706-721-5180	3/13/2017	18111	RMCP202
GA	Argos USA, LLC 4220 Wheeler Rd. Martinez, GA 30907	Martinez Plant 374	Greg Stoll 706-823-4482	9/18/2017	19068	RMCP261
GA	Augusta Ready Mix 100 Apac Industrial Way Augusta, GA 30907	Augusta, GA Plant 1	E. R. Hughes 706-533-2623	8/31/2018	20405	RMCP145
GA	Augusta Ready Mix 100 Apac Industrial Way Augusta, GA 30907	Augusta, GA Plant 102 (back-up)	E. R. Hughes 706-533-2623	8/31/2018	20404	RMCP144
NC	Concrete Supply Co. 12148 Old Nations Ford Rd. Pineville, NC 28225	Arrowood Plant	Loren Wild 704-372-2930 Ext. 2072	5/23/2017	18074	RMCP046
NC	Concrete Supply Co. 3823 Raleigh St. Charlotte, NC 28206	North Plant	Tony Hunt 704-372-2930 Ext. 2070	5/23/2017	18073	RMCP168
NC	Concrete Supply Co. 400 Minuet Lane Charlotte, NC 2828210	South Plant	Marcus King 704-527-1387	10/18/2017	18861	RMCP177
NC	Concrete Supply Co. 200 West Graham St. Shelby, NC 28150	Shelby Plant	Gus Segura 704-487-8466	10/12/2017	18860	RMCP195

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NC	Concrete Supply Co. 201 N. Hartman Rd. Dallas, NC 28052	Dallas Plant	Gus Segura 704-922-8636	1/28/2017	17914	RMCP196
NC	Concrete Supply Co. 110 Holiday Inn Rd. Kings Mountain, NC 28086	Kings Mountain Plant 521	Gus Segura 704-309-5010	5/2/2018	19703	RMCP197
NC	Concrete Supply Co. 1109 N. Sutherland Monroe, NC 28110	Monroe Plant 301	Tim Williams 704-292-7721	3/12/2018	19391	RMCP203
NC	Concrete Supply Co. 440 Seaboard Drive Matthews, NC 28104	Matthews Plant 385	Tim Williams 704-821-8913	3/13/2018	16389	RMCP204
NC	Concrete Supply Co. 1053 Airport Rd. Hamlet, NC 28345	Hamlet Plant 4629	704-372-2930	3/25/2018	19867	RMCP221
NC	Concrete Supply Co. 401 E. Main Ave. Gastonia, NC 28054	Gastonia Plant	Brannon McGiboney 704-597-1010	2/15/2017	18411	RMCP222
NC	Concrete Supply Co. 470 McGill Ave. NW Concord, NC 28027	Plant 140 Concord	Walt Brown 704-782-4188	11/9/2017	19271	RMCP249
NC	Concrete Supply Co. 470 McGill Ave. NW Concord, NC 28027	Plant 141 Concord	Walt Brown 704-782-4188	11/9/2017	19270	RMCP250
NC	Southern Concrete Materials 715 State St. Charlotte, NC 28208	Main Plant 30 Charlotte	Randy James 704-588-1641	2/28/2018	19438	RMCP183
NC	Southern Concrete Materials 12000 Texland Blvd. Charlotte, NC 28273	South Plant 32 Near prestress plt.	Randy James 704-588-1641	2/28/2018	19439	RMCP047
NC	Stevenson-Weir, Inc. 812 Seymore St. Monroe, NC 28110	Monroe Plant	Kendrick Stevenson 803-328-3773	1/28/2017	18068	RMCP243
NC	Thomas Concrete Co. 3701 North Graham St. Charlotte, NC 28206	Gastonia Plant 514	Vincent Washington 704-634-2534	2/13/2017	18023	RMCP130

S.C.D.O.T. CONTACT PERSON:

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