

|                                                                                   |                                        |                     |                         |
|-----------------------------------------------------------------------------------|----------------------------------------|---------------------|-------------------------|
|  | <b>Fixed Price Bid<br/>Amendment 1</b> | Solicitation Number | 210089                  |
|                                                                                   |                                        | Date Issued         | August 13, 2021         |
|                                                                                   |                                        | Procurement Officer | Tracy Fountain          |
|                                                                                   |                                        | Phone               | 803/777-2032            |
|                                                                                   |                                        | E-Mail              | fountai3@mailbox.sc.edu |

|                            |                                          |
|----------------------------|------------------------------------------|
| SOLICITATION DESCRIPTION:  | Charter Bus Service                      |
| USING GOVERNMENTAL AGENCY: | UNIVERSITY OF SOUTH CAROLINA SYSTEM WIDE |

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

|                                                                                                                    |                                                                                 |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| SUBMIT OFFER BY (Opening Date/Time):                                                                               | 08/24/2021 at 11:00 AM<br>See "Deadline for Submission of Offer" provision.     |
| QUESTIONS MUST BE RECEIVED BY:                                                                                     | 08/4/2021 - 11:00AM<br>See "Questions From Offerors" provision.                 |
| NUMBER OF COPIES TO BE SUBMITTED:                                                                                  | Submit on-line or deliver to 1600 Hampton Street Suite 606, Columbia SC 29208   |
| SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:                                                                    | <a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>             |
| SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:<br>See "Submitting Your Paper Offer or Modification" provision. | UofSC Purchasing Department<br>1600 Hampton St, Suite 606<br>Columbia, SC 29208 |
| Public bid opening shall occur by conference call: 800-753-1965 Code: 7777162                                      |                                                                                 |

|                                                                                                      |                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONFERENCE INFORMATION As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions. |                                                                                                                                                                                                                                               |
| CONFERENCE TYPE: Virtual Pre-Bid Conference<br>DATE & TIME: @ 8/3/2021 at 9:30 AM                    | LOCATION: Virtual Meeting                                                                                                                                                                                                                     |
| AWARD & AMENDMENTS                                                                                   | Award will be posted at the Physical Address stated above on 08/31/2021. The award, this solicitation, and any amendments will be posted at the following web address:<br><a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a> |

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

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.

|                                                                    |                                                           |
|--------------------------------------------------------------------|-----------------------------------------------------------|
| NAME OF OFFEROR (Full legal name of business submitting the offer) | SUPPLIER or OFFEROR ID (Required for evaluation of offer) |
| PRINTED NAME (Printed name of person signing below)                | TITLE (Business title of person signing)                  |
| AUTHORIZED SIGNATURE (Person authorized to submit binding offer)   | DATE SIGNED                                               |

|                                                                                   |                                                   |                                                            |
|-----------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------------------|
| OFFEROR'S TYPE OF ENTITY: (Check only one.) (See "Signing Your Offer" provision.) |                                                   |                                                            |
| <input type="checkbox"/> Sole Proprietorship                                      | <input type="checkbox"/> Partnership              | <input type="checkbox"/> Government Entity (federal/state) |
| <input type="checkbox"/> Corporate Entity (not tax-exempt)                        | <input type="checkbox"/> Corporation (tax-exempt) | <input type="checkbox"/> Order Address                     |

End of COVER PAGE

**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 <span style="float:right">Facsimile</span>                                            |
|                                                                                       | 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) |
| <input type="checkbox"/> Payment Address same as Home Office Address                    | <input type="checkbox"/> Order Address same as Home Office Address                                                    |
| <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b> | <input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b>                                 |

**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 |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
|               |                      |               |                      |               |                      |               |                      |
|               |                      |               |                      |               |                      |               |                      |

|                                                                           |                      |                      |                      |                        |
|---------------------------------------------------------------------------|----------------------|----------------------|----------------------|------------------------|
| DISCOUNT FOR PROMPT PAYMENT<br>(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](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

**PREFERENCES DO NOT APPLY**

PREFERENCES - ADDRESS AND PHONE NUMBER 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)**

## OFFEROR & SUPPLIER REGISTRATION REQUIRED

Potential offerors are strongly encouraged to build, review, or update the status of their online procurement account with the University as quickly as possible. This shall ensure there are no challenges when submitting the bid by the deadline. **DO NOT WAIT UNTIL THE FINAL MINUTES OF THIS EVENT TO SUBMIT YOUR BID.**

For more information, please visit the University's website.

### Solicitations and Awards

The University of South Carolina is classified as a governmental body of the executive branch of South Carolina state government. As such, it is required to follow the **South Carolina Consolidated Procurement Code** and its ensuing **regulations** which are promulgated by the **South Carolina State Fiscal Accountability Authority**.

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### New Online Solicitation System

The Purchasing Department is pleased to announce that our new online solicitation and bidding system is now live. This new web-based software system is used by the Purchasing Department to create online solicitation events, accept electronic bids and proposals, and issue notices of award for procurement contracts resulting from the solicitations. This new system completely replaces the legacy method of posting solicitations directly to our department website.

This new system provides:

- access to a public Supplier Portal (**supplier.ps.sc.edu**) where UofSC Solicitation Opportunities and Award Statements are published.
- an electronic registration process for prospective suppliers to become "Offerors" in the UofSC solicitation system.
- the ability to create and submit electronic responses to Solicitations, by both *Offerors* and existing UofSC *Suppliers*.

There was a 2-phase rollout for this new system:

- Phase 1 began March 1, 2021 - All vendors interested in doing business with the university may register as an **Offeror** (or request a Supplier **User ID** for vendors that **already exist in the university's supplier database**).
- Phase 2 began March 15, 2021 - All registered Offerors or Suppliers have the ability to submit bids and proposals directly online via the Supplier Portal of this new system.

The public access point for all **\*new\*** Procurement activity (i.e. Solicitations and Awards) on or after **March 15, 2021**, will be posted and maintained within the university's **Supplier Portal**. On the Supplier Home Page, public users will be able to view active solicitation events, as well as view more information about Supplier and Offeror registration, including instruction guides and frequently asked questions and answers.

 Training resources to assist new Offerors and current Suppliers with the Supplier Portal and UofSC's Solicitation Opportunities will be available in the **New Solicitation System** section of our **Purchasing Toolbox**.

## **SOLICITATION OUTLINE**

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

## PURPOSE OF AMENDMENT

### QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question and answer format. All questions received have been reprinted Below. The “state’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not Modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

The purpose of the amendment is to answer bidder question(s), to number the pages of the solicitation and add listing of Attachment D. Subsequent Agreement as a separate attachment to request trip estimates.

Questions:

1. One price for all campuses?

**Answer:**

Please refer to Section III. Scope of Work/Specifications

L. Payment

Contractor must submit itemized quotes and invoices to the Contracting Officer Representative to include all applicable charges.

1. Pick-up location, date and time.
  2. Deadhead miles to pick-up location.
  3. Destination address, date and estimated arrival time.
  4. Drop off or waiting return.
  5. Whether the driver is off duty until return or staying with the group.
  4. Flat Rate either 250 miles or 500 miles
  5. Trip miles
  6. Estimated return date and time.
  7. Estimated arrival date and time.
  8. Parking fees and tolls.
  9. Relay driver fee if applicable. N. University Requirements The University will provide a designee to coordinate all departure time and location for pickup.
2. Will it include Athletics?

**Answer:**

Please refer to Section III. Scope of Work/Specifications

### Exclusions

This contract does not replace any existing University term contracts. Funding sources that are exempt from the procurement code are not required to use this contract.

The use of this contract is up to the discretion of the Columbia campus athletics department.

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES**

The purpose of this solicitation is to provide multiple sources for charter coach transportation services for the University of South Carolina Campuses System-wide. The contractors shall have Federal Motor Carrier Safety Administration (FMCSA) authority to conduct for-hire transportation of passengers (including proof of liability and/or cargo insurance).

### **About the University of South Carolina**

With eight campuses across 19 locations, offering more than 450 degree programs on campus and online, the University of South Carolina system is uniquely positioned to meet the state's educational, cultural, health and research needs.

Carolina makes our local communities a priority, and the university is committed to a superior student experience and academic excellence for all of its students. Through scholarship programs such as the Gamecock Guarantee, flexible scheduling through On Your Time and online degrees through Palmetto College, we're making higher education more accessible and affordable for South Carolinians.

**FUNDS NOT AVAILABLE (JAN 2006):** The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

### **MAXIMUM CONTRACT PERIOD -- ESTIMATED**

Start date:09/11/2021 End date:09/10/2026. 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". The resulting contract shall be effective for a period of 1 year with 4 additional one-year renewal options.

## 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.
- DEADHEAD MILES means the number of miles needed to drive from the Contractor's official office location or bus storage location to the University location. Contractor shall provide mileage pricing for whichever (office or storage) location is closest to the University pick-up location.
- 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**

(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: [Click the Details link for this Solicitation ID 210089 to see solicitation and amendments](#)

(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 & 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]

#### **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

#### **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- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; 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 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). 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. If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror 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 non responsible. 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. 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]

**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 (MAY 2019):**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only

as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

#### **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**

Questions can only be received via emailing the Procurement Officer Tracy Fountain at [fountain3@mailbox.sc.edu](mailto:fountain3@mailbox.sc.edu). Solicitation number GS-FPB-210089 must be the subject.

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

#### **STATE OFFICE CLOSINGS (JAN 2004)**

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

#### **DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected",

(2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and

(3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either

(1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or

(2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of

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

#### **SUBMITTING A PAPER OFFER OR MODIFICATION**

Digital offers are preferred. Please submit your offer or modification in accordance with the clause titled "ONLINE 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 format and number of copies indicated on the Cover Page. (e) Facsimile or email 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]

#### **REGISTRATION REQUIRED (MAR 2021)**

You must possess a UofSC User ID to be able to submit an offer. To obtain a User ID, visit [supplier.ps.sc.edu](http://supplier.ps.sc.edu) and select User Registration. If your firm is already an active Supplier in the university's supplier database, you will choose one of the User ID Request options. If your firm is not a current active Supplier in the university's supplier database, you will choose "Register as an Offeror" to receive a User ID. Upon registration, you will be assigned a User ID which allows you to log into the Supplier Portal. Once logged in, you may 1) maintain your Supplier/Offeror profile and 2) create and submit offers in response to any of the posted Solicitation Opportunities. If you are already registered, you can update your information by selecting Manage Profile on the Supplier Home Page. (Please note that registration with UofSC does not serve as a substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with those agencies via the website [scbos.sc.gov](http://scbos.sc.gov).) [02-2A145-2]

#### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

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

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **CONFERENCE – PRE-BID/PROPOSAL:**

Virtual Pre-Bid/Proposal Conference Date and Time: August 3, 2021 at 9:30 AM. Please send your request to be invited to [fountai3@mailbox.sc.edu](mailto:fountai3@mailbox.sc.edu) no later than July 30, 2021. Email Subject must be GS-FPB-210089 Pre-Bid Conference Invitation

Location of Pre-Bid/Proposal Conference: Virtual Meeting

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Have a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract. [02-2B025-1]

### **DESCRIPTIVE LITERATURE – LABELLING (JAN 2006)**

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

### **PROTEST - CPO - SFAA ADDRESS (JUN 2006)**

Any protest must be addressed to the Chief Procurement Officer, State Fiscal Accountability Authority, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us), (b) by facsimile at 803-737-0639, or (b) 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

#### Exclusions

This contract does not replace any existing University term contracts. Funding sources that are exempt from the procurement code are not required to use this contract.

#### Overview

Contractors shall furnish all labor and materials to provide Charter Bus Services as defined here-in. The scope, timing, and other specifics shall vary for each subsequent agreement; and shall be memorialized by provision of a purchase order based on a quote provided by the Contractor.

#### A. General Specifications

1. The Contractor shall ensure that all trip mileage charges shall begin and end at the campus location and shall not exceed the mileage provided for the campuses below.

| Campus                        | Address                                           |
|-------------------------------|---------------------------------------------------|
| Aiken                         | 471 University Parkway, Aiken SC 29801            |
| Beaufort - Main               | 801 Carteret Street, Beaufort SC 29902            |
| Bluffton                      | One University Blvd., Bluffton SC 29909           |
| Hilton Head Island            | One Sand Shark Drive, Hilton Head Island SC 29928 |
| Columbia                      | 600 Hampton St Cola SC 29208                      |
| Lancaster                     | 476 Hubbard Drive, Lancaster SC 29720             |
| Salkehatchie - East           | 807 Hampton Street, Walterboro SC 29488           |
| West                          | 465 James Brandt Blvd., Allendale SC 29810        |
| School of Medicine            | 6311 Garners Ferry Rd., Columbia SC 29209         |
| Clinical Campus               | 15 Medical Park, Columbia SC 29203                |
| School of Medicine Greenville | 607 Grove Road, Greenville SC 29605               |
| Sumter                        | 200 Miller Road, Sumter SC 29150                  |
| Union                         | 401 E. Main Street, Union SC 29379                |
| Laurens                       | 507 N. Harper Street, Laurens SC 29360            |
| Upstate                       | 800 University Way, Spartanburg SC 29303          |

2. Final scheduling for departure times and pick-up locations are the responsibility of the carrier and should be made with the University designee for that specific trip.
3. The University designee will provide the Contractor with an updated itinerary if a change is necessary, at a minimum of 24 hours before the departure date and time stated herein (unless the travel has been mandated in a change of schedule for reasons out of the University's control).
4. The Contractor shall include local travel at destinations stated herein (i.e. from the hotel to the restaurant, convention center, etc.). The Contractor shall transport groups to and from meals and other locations as necessary. The mileage for travel to such destinations shall be included in the quote as a part of the base fee or additional miles.
5. Charters are subject to change based on schedule changes, COVID-19 protocols or inclement weather and may require a change in schedule or cancellation of scheduled trip. Any change will be provided as soon as information becomes available.
6. Contractor shall not leave passengers stranded in the case of the bus's malfunction; and shall provide a substitute bus within sixty (60) minutes of the trip's interruption.
7. For every trip, the Contractor must provide a telephone number for emergency contact during the regular workday, after hours, and on weekends.
8. Busses shall be clean and in "like-new" or "good" condition and shall be safe and offer the following amenities:
  - a. Heating in all sections of the bus
  - b. Air conditioning
  - c. Wifi services

- d. Interior and exterior storage capabilities

**B. Contracting Officer Representative**

The University shall assign a Contracting Officer Representative (COR) for each subsequent agreement. The Contracting Officer Representative shall be the University designee for the purpose of the trip(s) being taken.

1. The COR may be changed at any time by the University without prior notice to the contractor and without modification to the contract.
2. The responsibilities and limitations of the COR are as follows:
  - a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor and Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
  - b. The COR is not authorized to make any commitments or otherwise obligate the University or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

**C. Statutory Requirements**

1. The Contractor shall have Federal Motor Carrier Safety Administration (FMCSA) authority to conduct for-hire transportation of passengers (including proof of liability and/or cargo insurance). [FMCSA](#)
2. The Contractor shall have and maintain a Safety Rating of “Satisfactory” through the Federal Motor Carrier Safety Administration.
3. The Contractor shall ensure that rules and regulations of the Interstate Commerce Commission, Department of Transportation, and State regulatory and supervisory agencies governing the safety of public motor transportation operations, condition of equipment, proficiency of operators and maintenance crews, and first aid requirements shall be complied with at all times. [Office of Regulatory Staff - Regulated Class C Charter Bus \(pdf\)](#)
4. The Contractor shall ensure rules and regulations of all local, state and federal authorities (which govern the safety of public transportation operations, equipment condition, proficiency of operators and maintenance personnel, and first aid requirements) are complied with at all times.
5. The Contractor shall arrive on the campus, at the designated location for loading, no later than one (1) hour prior to the departure time specified. Punctuality and motor coach availability are of vital importance.

**D. Contractor Drivers**

1. The Contractor drivers shall be well groomed and in uniform with a name tag at all times while performing services.
2. The Contractor’s drivers shall aspire to the highest professional standards in the industry treating the University travelers with honesty, integrity, and accuracy.
3. Fraternization between the Contractor’s employees and USC students, faculty or staff is strictly prohibited and addressed with zero-tolerance.
4. Inappropriate communications directed towards students, faculty, or staff, or any other person on University property is strictly prohibited.
5. The Contractor will have one point of contact for the duration of each agreement. That person shall be the Contractor Officer Representative (COR). At no time is the Contractor to ask questions or take direction from any other individuals. Should an incident occur where they are approached by University staff, the Contractor must direct that person to the COR.
6. Contractor drivers shall be qualified to operate the charter buses and licensed accordingly per all Federal, State, local and U.S. Department of Transportation laws, rules and regulations. Contractor Drivers must stay apprised of and abide by current statutory requirements for drivers during the resulting contract.

7. The Contractor shall ensure that Contractor drivers are equipped with cell phone and/or communication devices and the Contractor shall provide service for 24/7 emergency and other dispatch operations for these devices. Adequate back up communication must be supplied by the Contractor and emergency notification information and instructions must be posted in a conspicuous location.
8. The Contractor shall ensure that drivers have not been convicted of any felony and are not listed on the United States or South Carolina Sex Offender Registry. [National Sex Offender Public Website](#) [SC State Law Enforcement Division](#)
9. Contractor drivers shall not smoke on the bus or on the campus.
10. Contractor drivers shall not eat, drink, smoke, read (including road maps or trip itineraries), write in logbooks, wear a headset/listening device, send or receive text messages, use a cell phone, or utilize a Bluetooth or other wireless phone device while operating the vehicle except in the event of a bona fide emergency. In all instances, Contractor drivers shall pull off the road before engaging in such activities.
11. Contractor drivers shall not, under any circumstance, pick up any passengers during the trip that are not part of approved travel group.
12. Contractor drivers shall have prior knowledge of the trip itinerary and have a route planned. If the bus is equipped with an installed radio communication system or GPS or other navigation system, drivers trained in its safe operation may use such equipment in accordance with company policy.
13. The university reserves the right to request replacement of any Contractor driver whose conduct or performance is not appropriate. The Contractor shall not involve the university or the State in any labor dispute in connection with their personnel.
14. In the event the Contractor has any complaint regarding an employee or student of the university, the incident shall be reported immediately to the University designee, Contractor Officer Representative.
15. Food and Lodging for Contractor driver shall be added to the quote.
16. Travel expenses for meals shall be no more than what is allowed by the South Carolina State Comptroller General's office: [Travel Forms and Mileage Rate | Comptroller General \(sc.gov\)](#).
17. Lodging shall be no more than what is being paid by the group traveling.
18. The University reserves the right to take care of these expenses with the travel group rather than having it added to the invoice. If the quote does not specify who is responsible for meals and lodging, then the University will assume that the Contractor has included it in pricing.
19. Additional Contractor driver: Due to the length of time required for travel on some trips, a second Contractor driver may need to be provided, to be in compliance with current US DOT Federal Motor Carrier Safety Administration hours of service rules. As of September 28, 2020, Federal Department of Transportation safety regulations require that a driver not exceed 10 hours driving time and 5 hours on duty time, and after which the driver must have at least 8 hours of off time (not driving, not on duty). Contractor must stay apprised of and abide by current statutory requirements, and offer must include for relief of drivers if needed and/or required by law. [Summary of Hours of Service Regulations](#)
20. Contractor drivers shall be vetted by the Contractor and shall have no instances of drug violations within the last five (5) years. Contractor shall take reasonable care to ensure that such is the case and shall have the appropriate records to confirm.
21. Contractor drivers shall have zero (0) instances of criminal sexual conduct reported in criminal background checks. Contractor shall perform a background check with the SC Law Enforcement Division SLED and any state(s) for which the Contractor driver held residency within the past year to confirm.
22. Drivers shall remain well-rested and free from the influence of over the counter, prescription, or illicit medications, which may be debilitating or cause physical or mental impairment.
23. Drivers shall at all times adhere to all traffic, parking, and safety requirements imposed by federal, state, and local laws regulations.

**E. Extensive Travel**

The University reserves the right to use the resulting Contracts with add-on services including (but not limited to) tour-guides, travel planning service, lodging, etc. Such agreements shall be limited as follows:

1. Shall only include travel that occurs by motor coach services and provided from the Contractor's fleet.

2. Shall not assign or provide any payments to any entity outside of the Contractor.
3. Shall be limited to the terms and conditions of this solicitation.
4. Shall be competed among a minimum of three (3) Contractors who provide bona fide written quotes to the University.
5. Shall not exceed the pricing for any of the fees set forth in the Contractors response to Section VIII (Bid Schedule).

**F. Briefing of Passengers**

The Contractor shall brief the University designee regarding route to be followed, stops in route and other service items. The university reserves the right to request changes, within reason, to the itinerary. During the trip, the University designee will be briefed concerning irregular events that occur and all reasons for delays or other interruptions to movement.

**G. Cancellation Requirements**

1. Shall be without consequence 15 calendar days or more prior to the trip
2. Limited to specific losses incurred by the Contractor,
3. Terms shall be provided on the quote and included on the purchase order, and
4. Are subject to requirement of cost and price data provision to the University. Otherwise, the University shall take no responsibility for cancellation.

**H. Approved Persons Only**

Only the approved Contractor driver and university personnel and students are allowed on the buses during travel, unless an additional relief driver is required by law, which will require disclosure to the University designee.

**I. Baggage**

The Contractor shall load, unload, secure all baggage, and ensure that baggage compartment doors are properly secured. University personnel are responsible for unloading impediments (for instance: athletic equipment, etc.) as distinguished from personal baggage.

**J. Mechanical Breakdowns**

1. Contractor must have sufficient fleet to compensate for mechanical breakdowns.
2. Should mechanical breakdown or accident prevent continuation of trip with the original equipment, it shall be the Contractor's responsibility to provide alternate transportation that meets the specifications as outlined in this solicitation and make every reasonable effort to maintain original schedule.
3. The procedures in place for roadside emergencies may be requested for evaluation purposes.
4. Failure to provide procedure(s) upon request may result in rejection from subsequent agreements.
5. The Contractor shall have adequate back up communication, and emergency notification information and instructions must be posted in a conspicuous location.

**K. Inspection**

The University reserves the right to inspect and reject all vehicles used in executing the resulting contract. Inspections may include, but are not limited to, maintenance records review, safety equipment, tires, glass, general appearance and cleanliness, and any other area that could affect the safety and comfort of passengers. Inspection will also include observance of the Contractor's procedures for compliance with the stated Standards of Service.

**L. Payment**

Contractor must submit itemized quotes and invoices to the Contracting Officer Representative to include all applicable charges.

1. Pick-up location, date and time.
2. Deadhead miles to pick-up location.

3. Destination address, date and estimated arrival time.
4. Drop off or waiting return.
5. Whether the driver is off duty until return or staying with the group.
4. Flat Rate either 250 miles or 500 miles
5. Trip miles
6. Estimated return date and time.
7. Estimated arrival date and time.
8. Parking fees and tolls.
9. Relay driver fee if applicable. N. University Requirements The University will provide a designee to coordinate all departure time and location for pickup.



#### 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, your package must include

- (a) An image of a signed Cover Page and Page Two.
- (b) 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.
- (c) 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; coveragetypes; 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.
- (d) Evidence that you are listed on the South Carolina Office of Regulatory Staff's Regulated Class Charter Bus [Office of Regulatory Staff - Regulated Class C Charter Bus \(pdf\)](#)
- (e) Provide most recent Federal Motor Carrier Safety Administration report.
- (f) Evidence of "Satisfactory" Safety Rating through the Federal Motor Carrier Safety Administration [FMCSA](#)
- (g) Evidence of membership in an organization, which fosters reciprocity benefits allowing for the provision or substitution of a bus, in the instance that the charter bus breaks down during a scheduled trip.

[04-4010-2]

##### INFORMATION FOR OFFERORS TO SUBMIT – RISK ANALYSIS (JAN 2020):

When both parties fully understand the risks associated with a proposed contract, they can better manage and more appropriately allocate those risks. Accordingly, and for purposes of evaluation, you should submit the following:

- (i) an identification of key risks involved in the contract's performance and non-performance;
- (ii) an identification of the key risks to successful performance;
- (iii) an analysis and evaluation of the risks identified; and
- (iv) recommendations for managing the risks. Please address risks to everyone involved, such as the agency, contractor, expected users, and business partners. In responding, you are welcome to use the Risk Analysis Table found at [www.procurement.sc.gov/legal/resources](http://www.procurement.sc.gov/legal/resources).

[04-4013-1]

##### MINORITY PARTICIPATION (DEC 2015)

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> [04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider

(i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or

(ii) any subcontractor you identify.

(2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

(3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

1. Offeror shall be and remain listed on the South Carolina Office of Regulatory Staff's Regulated Class Charter Bus [Office of Regulatory Staff - Regulated Class C Charter Bus \(pdf\)](#)
2. Offerors' busses shall be and remain roadworthy, safe, and compliant with all state and US Department of Transportation requirements; and shall meet all requirements by and maintain a "Satisfactory" Safety Rating through the Federal Motor Carrier Safety Administration [FMCSA](#)
3. Offeror shall demonstrate (and shall maintain) membership in an organization, which fosters reciprocity benefits allowing for the provision or substitution of a bus, in the instance that the charter bus breaks down during a scheduled trip.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. | R. 19-445.2125(F) [05-5010-2]

### SUBCONTRACTOR - IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

**VI. AWARD CRITERIA**

**AWARD CRITERIA – FIXED PRICE BIDDING (JAN 2006)**

Award will be made to all responsive and responsible Offerors. [06-6023-1]

**AWARD TO MULTIPLE OFFERORS (JAN 2006)**

Award may be made to more than one Offeror. [06-6035-1]

**BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006)**

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the State’s original fixed price bid as authorized by the solicitation.

Bids shall be submitted for evaluation by the following deadlines:

|      |         |        |             |            |
|------|---------|--------|-------------|------------|
| 2021 |         |        | October 1   | December 1 |
| 2022 | March 1 | June 1 | September 1 | December 1 |
| 2023 | March 1 | June 1 | September 1 | December 1 |
| 2024 | March 1 | June 1 | September 1 | December 1 |
| 2025 | March 1 | June 1 | September 1 | December 1 |
| 2026 | March 1 | June 1 |             |            |

The University reserves the right to add Contractors intermittently if the need arises. [06-6045-1]

**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]

**EVALUATION/AWARD**

Award will be made to all responsive and responsible bidders to the University’s request for competitive fixed price bidding. The maximum pay rates are listed in Section VII. Bidding Schedule.

During the term of this contract, the University may add additional contractors annually to the approved provider list upon verification of the contractor’s qualifications as mandated herein by the University.

**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 & 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 complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (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 & INTEREST (FEB 2021):**

(a) **The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated** in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

(d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

(f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

**PUBLICITY (JAN 2006):**

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

**PURCHASE ORDERS (JAN 2006):**

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

**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]

**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]

### **COMPLIANCE WITH LAWS (JAN 2006):**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **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]

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's

insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

**CONTRACTOR PERSONNEL (JAN 2006):**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

**CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

**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]

#### **ILLEGAL IMMIGRATION (NOV 2008):**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### **INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise

or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

#### **LICENSES AND PERMITS (JAN 2006):**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

#### **LIMITATION OF LIABILITY – SINGLE AGENCY (JAN 2020):**

(1) Contractor's liability for damages to the Using Governmental Unit shall not exceed \$1,000,000.00

(2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.

(3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security-Safeguarding Requirements, (v) Information Security Location of Data, (vi) Information Use and Disclosure-Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.

(4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.

(5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [a dollar amount]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

(6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

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

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

#### **RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)**

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

**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 years, months, 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 (FEB 2021):**

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

**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]
- (a) and what it would have been had the subcontract contained such a clause. [07-7B260-1]

**VIII. BIDDING SCHEDULE**

**LOT A**

| Description Of Services                       | UOM       | Maximum Rate | Offeror's Contract Rate |
|-----------------------------------------------|-----------|--------------|-------------------------|
| Flat rate up to 250 miles per bus             | Each Day  | \$ 1400.00   | \$                      |
| Flat rate up to 500 miles per bus             | Each Day  | \$ 1600.00   | \$                      |
| Mileage for travel in excess of 500 miles/day | Each Mile | \$ 4.00      | \$                      |
| Relay Driver flat rate (if applicable)        | Each      | \$ 300.00    | \$                      |
| Deadhead Mileage Rate                         | Each Mile | \$ 3.00      | \$                      |

**Offeror:** \_\_\_\_\_

**National Credentials (MC/USDOT Number):** \_\_\_\_\_

**Local Credentials:** \_\_\_\_\_  
State DOT Number

**Memberships and Affiliations**

Using the lines below, please provide the name of any memberships and affiliations through which you may enjoy reciprocity agreements as described here-in. Please provide the group's name, a telephone number and email for a point of contact, and an identifying code (such as member number).

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

## **IX. ATTACHMENTS TO SOLICITATION**

The following documents are attached to this solicitation:

- A. Offeror Checklist
- B. Nonresident Tax Notice
- C. List of References
- D. Subsequent Agreement – separate attachment

**Attachment A**  
**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES*

Review this checklist prior to submitting your proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please **DO NOT** return this page with your offer.

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

[09-9010-1]

## Attachment B

### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

#### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

[https://dor.sc.gov/forms-site/Forms/I312\\_05182015.pdf](https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf)

[09-9005-5]

**Attachment C**  
**References**

In the space below, please provide contact information for at least three (3) references in which you provided services of a similar scope:

**Reference 1**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 2**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 3**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 4**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

**Reference 5**

Name of Organization \_\_\_\_\_

Point of Contact \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_



**Fixed Price Bid  
SUBSEQUENT AGREEMENT**

Solicitation Number: GS-FPB-210089  
Solicitation Date: July 23, 2021  
Procurement Officer: Tracy Fountain,  
Phone: 803-777-4115  
E-Mail Address: Fountai3@mailbox.sc.edu  
Mailing Address: 1600 Hampton Street; Ste 606  
Columbia, SC 29208

**Contract Number:** GS-FPB-210089 – Charter Bus Service

**Contractor Information:**

**Name of Organization:**

**Point of Contact:**

**Telephone:**

**Email:**

**UofSC Information:**

**Contracting Officer Representative (COR – University Designee)**

**Name:**

**Email:**

**Telephone:**

**Charter Information:**

**CAMPUS:**

**Date Requested:**

**Description:**

**Itinerary:** Single Destination: ( ) or Multiple Destinations: ( )

**Pick-up Location:**

**Building Name:**

**Date and Time:**

**Destination:**

**Total Trip Miles:**

**Passengers Total:**

**Return Location:**

**Date/Time:**

**Contractor Estimate:**

**Date:**

**Estimate**

**Number:**

**Deadhead**

**Miles:**

**Trip Miles:**

**Parking:**

**Tolls:**

**Relay Driver:** (If applicable)

**Total:**

**ACKNOWLEDGEMENT**

Contractor acknowledges agreement to the requirements of this subsequent agreement; and shall perform as specified here-in.

Signature

Date

Printed Name of Representative: