

 <p>Agency Street Address City, State, Zip Procurement Officer Name Title</p>	<p><b>YOUR AGENCY</b></p> <p><b>(TYPE OF SOLICITATION)</b></p>	<p>Solicitation Number Date Printed Date Issued Procurement Officer Phone E-Mail Address Requisition Number</p>	<p>XXXXXX/XX/XX/XX XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX 800-555-1212 <a href="mailto:xxx@whatever.org">xxx@whatever.org</a></p>
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**DESCRIPTION: XX**

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

SUBMIT OFFER BY (Date/Time): **10:00 A.M., 2008** See "Deadline For Submission Of Offer"

QUESTIONS MUST BE RECEIVED BY: **5:00 P.M., 2008** See "Questions From Offerors"

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, one (1) clearly marked copy**

**Offers must be submitted in a sealed package. Solicitation number and opening date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
PROCUREMENT SERVICES  
AGENCY  
P.O. Box XXX  
CITY, STATE, ZIP

PHYSICAL ADDRESS:  
PROCUREMENT SERVICES  
AGENCY  
STREET ADDRESS  
CITY, STATE, ZIP

See "Submitting Your Offer" provision

<p><b>CONFERENCE TYPE: N/A</b> <b>DATE &amp; TIME: N/A</b></p> <p>As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions</p>		<p><b>LOCATION: N/A</b></p>
<p>AWARD &amp; AMENDMENTS</p>	<p>Award will be posted at the Physical Address stated above on <b>XXXXXXX</b>. The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.agency.asp">http://www.agency.asp</a></p>	
<p>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 ninety (90) calendar days after the Opening Date.</p>		
<p>NAME, ADDRESS, PHONE, FAX NUMBER AND EMAIL OF OFFEROR (Full legal name of business submitting the offer)</p> <p style="text-align: right;">Phone # _____ FAX _____ Email _____</p>		
<p>AUTHORIZED SIGNATURE</p> <p>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</p>		
<p>TITLE (Business title of person signing above)</p>		
<p>PRINTED NAME (Printed name of person signing above)</p>	<p>DATE SIGNED</p>	
<p>TAXPAYER IDENTIFICATION NO.</p>	<p>STATE VENDOR NO.</p>	

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

<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 (check only one)	<input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.						
See "Amendments to Solicitation" Provision						

*EXPLANATION and NOTES on Transportation Authority Bid solicitation outline.*

*The clauses in this outline are very generic and may need editing or customizing.*

- 1) *RED FONT* represents comments, missing or optional items in the document
- 2) *BLUE FONT* represents comment or guidance on when to include clause in document.
- 3) *You will need to insert your cover page at the beginning of document.*
- 4) *There are several web sites for posting the solicitation, amendment or award referenced, etc. Make sure the addresses are correct.*

#### Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- 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

#### **I. Scope Of Solicitation**

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:** The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

**FUNDS NOT AVAILABLE:** The Transit Authority's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made.

**MAXIMUM CONTRACT PERIOD — ESTIMATED:** The estimated dates of this contract are **XXXXXXXXXXXX**. 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".

#### **II. Instructions To Offerors - A. General Instructions**

**AMENDMENTS TO SOLICITATION** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the

issuance of Amendments: [www. domain name of Transit Authority.gov](http://www.domain_name_of_Transit_Authority.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. (COMMENT: Use as applicable with your web site)

**AWARD NOTIFICATION** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a 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.

**BID / PROPOSAL AS OFFER TO CONTRACT** By submitting Your Bid or Proposal, You are offering to enter into a contract with the Transit Authority. 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

**BID ACCEPTANCE PERIOD** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

**CODE OF LAWS AVAILABLE** : The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**COMPLETION OF FORMS / CORRECTION OF ERRORS** : All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

**CONTRACTOR PERSONNEL** : 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. By submission of this bid, the bidder as the prime contractor does hereby agree:

- a) to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;

- b) to provide TRANSIT AUTHORITY with any documents required to establish such compliance upon request; and
- c) to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

**DEADLINE FOR SUBMISSION OF OFFER** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(G)]

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

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

**BUYER** – means the Procurement Officer.

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

**CONTRACT** - See clause entitled “Contract Documents & Order of Precedence.”

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

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

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

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

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

**ORDERING ENTITY** – Transit Authority that has submitted a Purchase Order.

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

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

**YOU and YOUR** – means Offeror.

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

**SUBCONTRACTOR** – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation. **WORK** - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**DRUG FREE WORK PLACE CERTIFICATION** 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.

**DUTY TO INQUIRE** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror’s risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the Transit Authority’s attention.

**ETHICS CERTIFICATE** :Certificate: 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 Transit Authority 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]

**ILLEGAL IMMIGRATION** : (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 Transit Authority

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 sub-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]

**OMIT TAXES FROM PRICE** : Do not include any sales or use taxes in your price that the Transit Authority may be required to pay.

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

**PROTESTS** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate **Chief Procurement Officer** within the time provided. (COMMENT: This clause needs to be edited to reflect procedures followed by Transit Authority)

**PUBLIC OPENING** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

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



**REJECTION/CANCELLATION** The Transit Authority may cancel this solicitation in whole or in part. The Transit Authority may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

### **RESPONSIVENESS / IMPROPER OFFERS**

(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 non-responsive. 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 Transit Authority 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 Transit Authority may reject an Offer as non-responsive 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 Transit Authority even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**SIGNING YOUR OFFER** 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 venture 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.

**OFFICE CLOSINGS** 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 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/myscgovweb/weather.html>

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

expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the Transit Authority withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) (COMMENT: USE IF APPLICABLE TO SOLICITATION)

**SUBMITTING YOUR OFFER OR MODIFICATION** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**WITHDRAWAL OR CORRECTION OF OFFER** 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.

## **II. Instructions To Offerors - B. Special Instructions**

Section Not Applicable – Intentionally Omitted

**CONFERENCE – PRE-BID/PROPOSAL** 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. Bring 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 Transit Authority. The Transit Authority assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the Transit Authority 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.

**DISCUSSIONS WITH BIDDERS** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your

bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

**(COMMENT: OFFERING BY ITEM OR LOT – CHOOSE CORRECT ONE FOR APPROPRIATE SOLICITATION.)**

**OFFERING BY ITEM** : Offers may be submitted for one or more items.

**OFFERING BY ITEM OR LOT**: Offers may be submitted for complete lots or for one or more items not within lots. Failure to offer on all items within a single lot will be reason for rejection.

**OFFERING BY LOT**: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

**UNIT PRICES REQUIRED (JAN 2006)**: Unit price to be shown for each item.

### **III. Scope of Work / Specifications**

See **Bidding Schedule** (COMMENT: Scope or specs may be inserted here or at end of solicitation at attachment or bidding schedule)

**QUALITY - NEW** : All items must be new.

### **IV. Information For Offerors To Submit**

**INFORMATION FOR OFFERORS TO SUBMIT - GENERAL** : Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

### **V. Qualifications**

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

### **VI. Award Criteria**

**(COMMENT: AWARD STATEMENTS – CHOOSE CORRECT ONE(S) FOR APPROPRIATE SOLICITATION.)**

**AWARD BY ITEM** : Award will be made by individual item.

**AWARD BY ITEM OR LOT** : Award will be made by individual items and/or complete lot(s).

**AWARD BY LOT** : Award will be made by complete lot(s).

**AWARD CRITERIA - BIDS** : Award will be made to the lowest responsible and responsive bidder(s).

**AWARD TO MULTIPLE OFFERORS** : Award may be made to more than one Offeror.

**AWARD TO ONE OFFEROR** : Award will be made to one Offeror.

**UNIT PRICE GOVERNS** : In determining award, unit prices will govern over extended prices unless otherwise stated.

## **VII. Terms and Conditions - A. General**

**ASSIGNMENT** : No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**BANKRUPTCY**: (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 Transit Authority. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the Transit Authority upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**CHOICE-OF-LAW** : 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.

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE** : (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the Transit Authority's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any

conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the Transit Authority or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

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

**FIXED PRICING REQUIRED** : 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.

**NON-INDEMNIFICATION** : Any term or condition is void to the extent it requires the Transit Authority to indemnify anyone.

**PAYMENT**: (a) The TRANSIT AUTHORITY 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PUBLICITY** : Contractor shall not publish any comments or quotes by Transit Authority employees, or include the Transit Authority in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**SURVIVAL OF OBLIGATIONS** : 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.

**THIRD PARTY BENEFICIARY** : 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.

## **VII. Terms and Conditions - B. Special**

### **CHANGES :**

(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 [Transit Authority] 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 Transit Authority 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 Transit Authority 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.

**CONTRACTOR'S LIABILITY INSURANCE:** (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.

**COMMERCIAL GENERAL LIABILITY:**

General Aggregate (per project) \$1,000,000  
Products/Completed Operations \$1,000,000  
Personal and Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000  
Fire Damage (Any one fire) \$ 50,000  
Medical Expense (Any one person) \$ 5,000

**BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):**

Combined Single Limit \$1,000,000 OR  
Bodily Injury & Property Damage (each) \$750,000

**WORKER'S COMPENSATION:**

State Statutory  
Employers Liability \$100,000 Per Acc.  
\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee



(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the Transit Authority a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable Transit Authority (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the Transit Authority a written endorsement to the contractor's general liability insurance policy that (i) names every applicable Transit Authority (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Transit Authority has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Transit Authority as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable Transit Authority of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The Transit Authority's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance. (COMMENT: USE IN APPROPRIATE SOLICITATION include if you anticipate the contractor will perform substantial service on your property.)

**CONTRACTOR'S OBLIGATION - GENERAL** : The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional 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. (COMMENT: ALL SERVICES)

**DEFAULT - SHORT FORM** : The Transit Authority may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the Transit Authority, upon request, with adequate assurances of future performance. In the event of termination for cause, the Transit Authority shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Transit Authority for any and all rights and remedies provided by law. If it is determined that the Transit Authority improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**INDEMNIFICATION - THIRD PARTY CLAIMS**: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective

officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. Transit Authority shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. Transit Authority shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon Transit Authority. Transit Authority shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. Transit Authority shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**LICENSES AND PERMITS:** 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 Transit Authority to accomplish the work specified in this solicitation and the contract. (COMMENT: SERVICES)

**MATERIAL AND WORKMANSHIP :** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. (COMMENT: GOODS)

**PERFORMANCE BOND REQUIRED :** Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in fact to bind the surety and certified to include the date of the performance bond. (COMMENT: OPTIONAL SERVICES – guarantees that the contractor will perform the work in accordance with the specifications)

**PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:**

Any request for price increase must be submitted to the department's procurement office at least ninety (90) days prior to the automatic renewal date (price increases will only become effective if approved in writing by the department's procurement office). The maximum increase will not exceed the unadjusted percent change from the previous year as published by the consumer price index for all urban consumers, United States city average. (COMMENT: OPTIONAL, TERM CONTRACTS)

**PRICE ADJUSTMENTS - LIMITED BY CPI "All Items" :** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the

unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov). (COMMENT: OPTIONAL, TERM CONTRACTS)

**RELATIONSHIP OF THE PARTIES:** 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.

**SHIPPING / RISK OF LOSS:** F.O.B. Destination. Destination is the shipping dock of the Transit Authority designated receiving site, or other location, as specified herein. (See Delivery clause) (COMMENT: ALL GOODS)

**TERM OF CONTRACT - EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. (COMMENT: OPTIONAL, TERM CONTRACTS)

**TERM / OPTION TO EXTEND - INITIAL CONTRACT PERIOD** - One (1) year from the date of award. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. The extensions may be less than, but will not exceed four (4) additional one year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the department's procurement office of its intention in writing ninety (90) days prior to the anniversary date. (COMMENT: OPTIONAL, TERM CONTRACTS)

**TERM OF CONTRACT - OPTION TO RENEW :** 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 Transit Authority 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. (COMMENT: OPTIONAL, TERM CONTRACTS)

**TERM OF CONTRACT - TERMINATION BY CONTRACTOR :** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term. (COMMENT: OPTIONAL, TERM CONTRACTS)

**TERMINATION FOR CONVENIENCE :** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the Transit Authority. 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 Transit Authority. 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 Transit Authority 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 Transit Authority has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the Transit Authority 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 Transit Authority, 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 Transit Authority's right to require the termination of a subcontract, or (ii) increase the obligation of the Transit Authority beyond what it would have been if the subcontract had contained an appropriate clause.

**WARRANTY - STANDARD** : Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. (COMMENT: ALL GOODS)

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**SOLICITATION NUMBER# XXXXX**

**COMPANY NAME:** \_\_\_\_\_

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
<b>Description:</b>					

## **IX. Attachments To Solicitation**

### **AVOID COMMON BIDDING MISTAKES**

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

**DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!**

**UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.**

**REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.**

**MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE 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 BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.**

**MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.**

**CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!**

**CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!**

**IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID 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.**

**This checklist is included only as a reminder to help bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist.**