

BEST VALUE BID
Department of Student Transportation

Solicitation Number: B2002

**Description: STUDENT TRANSPORTATION SERVICES for
 Charleston County School District**

Date: AUGUST 8, 2019

SUBMIT OFFER BY: NOVEMBER 14, 2019 @ 2:00 PM

SUBMIT QUESTIONS BY: SEPTEMBER 20, 2019 by 2:00 PM

PRE-BID CONFERENCE: SEPTEMBER 12, 2019 11:00 AM - 2:00 PM (At Address Below)

NUMBER OF COPIES TO BE SUBMITTED: 1 ORIGINAL AND 4 MARKED "COPY" AND ONE FLASH DRIVE

PROCUREMENT OFFICIAL CONTACT: Procurement Services
 Attention: Raymond B. Jenkins
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-8826
 Email: raymond_jenkins@charleston.k12.sc.us

**ALL REQUESTS FOR QUOTATIONS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND
 AN AGREEMENT FOR THAT COMPANY.**

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.

Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted by 12/20/19. The award, solicitation, and any amendments will be posted at the following website URL: <http://www.ccsdschools.com/cms/One.aspx?portalId=2973364&pageId=27429783>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY: See Section 9 Signing Your Offer

Small Women Minority Business Enterprise (Please Check appropriate boxes)

- MBE – Native American Owned
- MBE – African American Owned
- MBE – Asian American Owned
- MBE – Hispanic Owned
- Women Owned Small Business Certified
- Women Owned Small Business Non-Certified
- Minority Owned Small Business Certified
- Minority Owned Small Business Non-Certified
- Other _____
- Minority Owned Small Business Certified
- Minority Owned Small Business Non-Certified
- HUB Zone Small Business
- Small Business Certified
- Small Business Non-Certified
- Corporation
- Partnership
- Sole Proprietor

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

Solicitation Number: B2002 – STUDENT TRANSPORTATION SERVICES

Proposals should be sent via United States Postal Service/hand delivered or courier service to:

Procurement Services
Attn: Raymond B. Jenkins
3999 Bridge View Drive
North Charleston, SC 29405

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1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Best Value Bid (BVB)	August 8, 2019
2. Pre-Bid Conference	September 12, 2019
3. Question Submission	September 20, 2019
3. BID SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	November 14, 2019
4. Contract Award (estimate)	December 20, 2019

2.0 SCOPE OF SOLICITATION

Charleston County School District is seeking bids from qualified firms to provide Student Transportation Services at District locations per the requirements of this Best Value Bid (BVB).

This work includes furnishing all labor, materials and equipment necessary to accomplish Student Transportation Services. The intent of this bid is to establish a contract for a period of Five (5) years.

3.0 INSTRUCTIONS TO OFFERORS

A. General Instructions

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **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."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **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
15. **You And Your** - means Offeror.

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: http://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page (page 1) and page 2. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official 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.

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. 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.

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any contract awarded as a result of this procurement is between the Vendor and the District. The Board is not a party to such contract, unless and to the extent that the Board is a using District unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

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 a 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 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 purpose of this certification, means Officials; 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 Official 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), 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 Official may render the Offeror non-responsible.
- (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 District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at http://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, CCSD, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or 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 mail room which services that purchasing office prior to the bid opening.

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 District's attention.

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NOTICES All contact should be directed to Raymond Jenkins, Facilities Procurement Supervisor. No company should contact District staff directly. All questions should be directed in writing to **Raymond Jenkins**. Email raymond_jenkins@charleston.k12.sc.us . Answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District 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 District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) 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 (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

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. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. 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 District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, 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 District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that 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 District 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 Official.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line 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 District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation, **You agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

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 is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION 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 contend 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 District 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 District 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 District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

Do not mark your "Cost Proposal/Bidding Schedule" Confidential.

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved 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) Each Offeror must submit the number of copies indicated on the Cover Page. (c) 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. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

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. It is Charleston County School District's intent to contract with the successful bidder(s) by entering into a Five (5) year agreement from the date of contract execution.

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.

B. Special Instructions

Bids are to be submitted on the Bid Proposal Form provided; enclosed in a sealed, opaque envelope bearing the name and address of the bidder, CCSD Identification Number of contract being bid and name of project. All bids must comply with the laws of the State of South Carolina.

1. BOARD APPROVAL REQUIRED: Any award is subject to prior approval by the Charleston County School District Board of Trustees.

2. DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the best value bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

3. OPENING PROPOSALS – PRICES NOT DIVULGED In competitive sealed proposals, prices will not be divulged at opening.

4. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD.

5. NO PRE-BID CONFERENCE

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

GOVERNING TERMS AND CONDITIONS: Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any District entity

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.

REQUIREMENTS FOR CRIMINAL BACKGROUND CHECKS: The Contractor must warrant that they will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. 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.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his./her own expense, to repair or replace the same.

INSTALLATION Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. the vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

INSURANCE

1. The Contractor shall assume all risk of loss, and shall maintain insurance coverage for the term of the contract. At all times, the Contractor shall comply with all South Carolina student transportation laws, vehicle liability laws, and employee liability and workers' compensation laws including reporting requirements, regulations and procedures. A valid Certificate of Insurance must be on file with the District at all times. The Contractor shall hold harmless and agree to indemnify the District and SC-DOE in the event of any accident or incident involving the Contractor's vehicles or vehicles owned by the SC-DOE or the District that are being operated by the Contractor. With regard to SC-DOE or District owned buses, the Contractor shall not be liable if the sole cause of the negligence causing the accident or incident is a manufacturing defect or a maintenance defect caused by the District or the SC-DOE in their maintenance of the vehicles.

2. The Contractor will be required to maintain insurance satisfactory to the District to include at a minimum the following:

2.1 Workers' Compensation and Employee Liability coverage on all employees as required by statute.

2.2 Commercial General Liability coverage in the minimum amount of \$15,000,000.

2.3 Automobile Liability coverage equal to \$1,000,000 per person and \$3,000,000 per incident on all vehicles including those owned by the Contractor, SC-DOE and the District.

2.4 Any insurance required by State or federal law or regulation.

3. Insurance Conditions:

3.1 Accident and Health insurance certificates shall contain thirty (30) day notice of cancellation.

3.2 It is the obligation of the Contractor to obtain and furnish the District certificates for any sub-contractors subject to the above terms and conditions.

3.3 All insurance policies and/or bonds will be written with insurance companies licensed to do business in the State of South Carolina and subject to the approval of the District.

3.4 Commercial general liability and automobile liability policies must list the District, its School Board, officers and/or officials, employees and volunteers and the SC-DOE as additional insured.

3.5 The Contractor will be expected to know and to comply with the SC-DOE Memo, October 22, 1998, Part IB, Proviso, Section 1.41, and 1998-99 State of South Carolina Appropriation Act.

3.6 Special Conditions related to SC-DOE Owned Vehicles Operated by the Contractor:

3.7 Property Damage: The Contractor will be expected to pay SC-DOE a \$500 deductible (per occurrence) for all property damage stemming from vandalism that causes property damage to SC-DOE owned vehicles. Additionally, the Contractor will pay the deductible of \$500 per accident which is charged but only if the driver is determined to have been at fault. However, the SC-DOE primary coverage shall not apply where a loss is caused by the negligence of the Contractor or its Employees. This condition applies to insurance for property damage only and does not modify the requirement for the Contractor to provide primary Commercial General Liability insurance and Automobile Liability insurance detailed in Paragraph 4.2 above.

3.8 Liability Insurance: SC-DOE will provide primary liability coverage for SC-DOE owned vehicles up to and including liability limits as required by law. At the time of this contract those limits were \$300,000 per person per occurrence and a total liability of \$600,000 per incident. Per the terms of the SC-DOE school bus insurance policy, a person operating the bus is considered an insured as defined in Part III, D of that policy. The Contractor will provide insurance for all automobile liability in excess of the state liability limits as required in paragraph 4.2 herein.

3.9 Property Damage to District-Owned Vehicles Operated by the Contractor: The Contractor shall notify and provide documentation to the District's Contract Administrator identified herein of any loss or claim related to property damage. The Contractor shall provide primary property damage insurance coverage for all property damage up to \$75,000. District's insurance will be primary for any property loss in excess of \$75,000 except in the cases where a loss is caused by the negligence of the Contractor or its employees. This insurance applies for property damage only and does not modify the requirement for the Contractor to provide primary Commercial General Liability insurance and Automobile Liability insurance detailed in Paragraph 4.2 above.

4. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

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 CCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror's proposal has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the RFP. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5.

PERFORMANCE AUDITS: The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

PRICES: Prices under this contract are "not to exceed" prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the Price Proposal certifies that the proposal is accurate and binding and that all costs are shown and accurately reflects the total Technical proposal cost. All prices shall be stated in United States currency.

PRICE ADJUSTMENT: Any request for price increase must be submitted in writing to Procurement Services at least ninety (90) days prior to the requested date for the increase. Price increases will only become effective if agreed to, in writing by Procurement Services. The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI). All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Procurement Officer.

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.

PRICE CERTIFICATION: I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: "an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of

business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT: The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASE ORDER: A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

PURCHASING CARD: Contractor agrees to accept payment by the District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY RELEASES: Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

QUALITY OF PRODUCT: (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the best value bid.

REJECTION: The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

RESTRICTIONS/LIMITATIONS: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

RISK OF LOSS: The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION AND RIGHT TO AUDIT: Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Vendor 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.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that 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, CCSD may evaluate your proposed Subcontractors.

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

TAXES Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD'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 CCSD to Contractor, Contractor shall be liable to CCSD 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.

TERMINATION: (Also See 7.11.5) Subject to the conditions below, the District providing a (120) one hundred twenty-days advance notice in writing is given to the vendor may terminate the contract for any reason.

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required (120) one hundred twenty-days advance written notice, the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The (120) one hundred twenty-days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT: In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the (120) one hundred twenty-days advance notice requirement is waived.

DUE TO MALICIOUS ACTS: In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

INSOLVENCY: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

TERMINATION BY CONTRACTOR: Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least (120) one hundred twenty-day before the requested contract termination date.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

WAIVERS The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

COOPERATIVE PURCHASING Charleston County School District Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful bidder/proposer and the other public procurement unit. No other public procurement unit is required to make use of this capability as participation is at the discretion of the other public procurement unit. The District shall not guarantee the participation of another public procurement unit nor be responsible for any resulting business or non-business with any other entity. Purchase Orders, delivery arrangements, payments and any other type of contractual documentation or performance shall be the responsibility of the actual participating public procurement unit, not Charleston County School District. The successful bidder/proposer shall hold harmless Charleston County School District, its employees, Administration, Board of Trustees and its representatives for any loss or damage as the result of the action or inaction of another public procurement unit.

ORDERLY TRANSFER OF MATERIALS Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all files, intermediate materials and supplies held by the contractor.

5.0 QUALIFICATIONS

Bids for each purchase order will be accepted from bidders who are regularly established in the business called for, and who, in the judgment of the district, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

Successful bidder or bidders is expected to self-perform all work. If subcontractors are necessary, they must be pre-approved by Charleston County School District.

6.0 BASIS OF AWARD

AWARD CRITERIA: This is deemed a Best Value Bid.

This contract will be based on a Best Value Award. This process allows the District to use other criteria than cost to determine the best vendor for the project. This contract may be awarded to (1) one or (2) two responsive and responsible, highest ranked vendor(s).

The District intends to award a contract to the vendor(s) whose offer, conforming to the solicitation, is the most advantageous on the basis for all products, services and requirements contained herein. **All vendors are required to submit a bid on Zone 1 and Zone 2. (Attachments H, I, and J) All partial bids will be rejected.**

In all cases, the District will be the sole judge as to whether a vendor's bid has or has not satisfactorily met the requirement of this bid.

Award will be made to (1) one or (2) two of the highest ranked responsible bidder(s) who submits a responsive bid which is most advantageous to the Charleston County School District. The District reserves the right to negotiate with highest ranked bidder or bidders.

AWARD: This contract will be based on a Best Value Award. This process allows the District to use other criteria than cost to determine the best vendor or vendors for the project. Allocated points have been distributed as follows:

- a. **Cost - 60%**
- b. **Management Structure – 15%**
 - Demonstration of firm’s ability to successfully complete all requirements of this RFP
 - Provide organizational charts to include, job titles, job descriptions, and salary ranges for each position.
- c. **Local Transportation Participation – 15% (Licensed South Carolina Business)**
- d. **References/Past Performance - 10% (The district has the discretion to use themselves as a reference for any vendor who has provided these services for them previously. South Carolina reference will be weighted heavier than out of state references.)**

NEGOTIATIONS: The Procurement Official may elect to make an award without conducting negotiations.

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of CCSD, 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.

The Contractor shall be from an established company providing similar solutions for a minimum of Three (3) years.

QUALIFICATIONS -- REQUIRED INFORMATION: In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information) with bid or within 2 days of request by CCSD:

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) Completion of Questionnaire attachment.

7.0 SCOPE OF PROJECT / SPECIFICATIONS

The Contractor is to provide student transportation services described herein during the term of this Agreement. In providing those services, it is agreed that Contractor is operating as an independent contractor, subject only to the terms and conditions of this Agreement. **All student transportation services provided by the Contractor hereunder shall comply with and be in accordance with all requirements of any applicable municipal, State, and Federal laws, ordinances, rules and regulations and the terms and conditions of this Agreement.**

- 7.0.1 During the school year, the Contractor hereby agrees to provide the student transportation services described herein during the term of this Agreement. In providing those services, it is agreed that Contractor is operating as an independent contractor, subject only to the terms and conditions of this Agreement. All student transportation services provided by the Contractor hereunder shall comply with and be in accordance with all requirements of any applicable municipal, State, and federal laws, ordinances, rules and regulations and the terms and conditions of this Agreement.

7.1 SUMMER SCHOOL

- 7.1.1 **SUMMER SCHOOL.** If requested by the District, the Contractor shall provide school bus transportation for the District's summer programs.

7.2 BUS ROUTE IMPLEMENTATION REQUIREMENTS AND STANDARDS

- 7.2.1 The District will be responsible for providing bus routes to the Contractor, and all bus routes will be established with student safety as a primary objective. While performing services under this Agreement, the Contractor is considered an independent contractor.
- 7.2.2 The bus routes will be scheduled to arrive no sooner than twenty-five (25) minutes and no later than five (5) minutes before the start of classes at each school. Buses will be scheduled to arrive no later than five (5) minutes before the scheduled dismissal time at each school. District Bell Schedule (Attachment G)
- 7.2.3 Actual bus ridership shall not exceed three (3) per seat for elementary, two and one-half (2.5) per seat for middle, and two (2) per seat for high school buses. Buses that exceed such are considered overloaded. All overloaded bus runs will have a temporary solution within one (1) school day of identification. All overloaded bus runs will have a permanent, implemented solution within five (5) school days.
- 7.2.4 The Contractor will process, and implement, all route changes within three (3) days of being provided the student's transportation information for a special education student, and five (5) days for a regular education student.
- 7.2.5 All standards may be altered at any time during the term of this Agreement at the sole discretion of the District or the State.
- 7.2.6 The Contractor shall require bus drivers to adhere to routes and time schedules as established. Bus drivers who discover cause for route or time adjustment or identify zero-rider stops will report such to the Contractor, who shall take appropriate action and report the same to the District in a manner and format acceptable to the District. The District at all times retains the sole and exclusive right to approve all route changes.
- 7.2.7 The Contractor shall cooperate with, and be generally available to the District for the purpose of discussing bus routing and scheduling. The Contractor from time to time shall submit such other reports, analyses, and data as may be required by the District to ensure the integrity, reasonableness, efficiency, and effectiveness of the route plan.
- 7.2.8 The District and/or the SC-DOE shall have the responsibility of altering, delaying or canceling bus service during inclement weather. The Contractor shall cooperate with, and will assist the District and/or the SC-DOE in any determination of whether transportation service should be canceled due to inclement weather. To this end, a specific person shall be designated by the Contractor, who shall remain available to the District for consultation on a daily basis. Contractor agrees to abide by the decision of the District and/or the SC-DOE to operate services during weather events.

7.3 LEGAL COMPLIANCE & INSURANCE

- 7.3.1 Any insurance required by State or federal law or regulation. All insurance certificates shall contain thirty (30) day notice of cancellation. It is the obligation of the Contractor to obtain and furnish the District certificates for any sub-contractors subject to the above terms and conditions. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the State of South Carolina and subject to the approval of the District. Commercial general liability and automobile liability policies must list the District, its School Board, officers and/or officials, employees and volunteers and the SC-DOE as additional insured.

7.4 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

- 7.4.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, School Board, officers and/or officials, employees and volunteers and the SC-DOE (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and related costs arising out of, or resulting from performance of transportation services, provided that

such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

- 7.4.2 In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, or keep and save harmless the Indemnitees as herein provided.
- 7.4.3 The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, liquidated damages, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of these services by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) performance of the services, or (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.
- 7.4.4 The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's indemnity or hold-harmless obligations under this contract.
- 7.4.5 The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.
- 7.4.6 While performing services under this Agreement, the Contractor is considered an independent contractor.

7.5 VEHICLES

- 7.5.1 The Contractor shall furnish such additional buses to those furnished by the District and/or the SC-DOE as may be requested by the District or required to ensure uninterrupted delivery of the services required by this Agreement. The Contractor must provide spare buses equating to at least ten percent (10%) of the base number of Contractor provided daily buses.
- 7.5.1.1 The average age of the Contractor provided buses shall not exceed seven (7) years.
 - 7.5.1.2 All Contractor buses must be equipped with air conditioning.
 - 7.5.1.3 No Contractor provided bus shall exceed twelve (12) years of age nor have over 200,000 miles on its odometer.
- 7.5.2 All buses utilized by the Contractor, regardless of ownership, shall meet state inspection standards. The SC-DOE will be responsible for all repairs and maintenance on all SC-DOE owned buses over the term of this Agreement. (Attachment K)
- 7.5.3 The Contractor shall maintain all contractor and district owned route buses and other equipment used to provide pupil transportation service in strict accordance with State and Federal specifications and District required standards for school buses. Such equipment shall be maintained in good mechanical and operating order at all times and shall pass the daily pre-trip bus inspections at a rate meeting or exceeding ninety-eight (98%) percent. The vehicles shall be kept clean on the inside and the outside in a manner deemed acceptable to the District. Interior and exterior damage such as graffiti, seat covers, and broken glass shall be corrected before returning the vehicle to service.

- 7.5.4 The Contractor shall immediately notify the District of every accident involving any of the vehicles utilized to provide services under this Agreement, and shall furnish to the District and the SC-DOE a complete written report of within five (5) days of occurrence. Such notification and reporting shall be of a form and content deemed acceptable by the District.
- 7.5.5 The Contractor shall provide accurate student ridership and mileage information in order to assist the District in complying with applicable policies, regulations, and procedures related to the services provided. In addition, the Contractor will provide reasonable assistance to the District to assist it in completing and filing necessary reports to governmental bodies.
- 7.5.6 All Contractor buses shall be equipped with two-way radios, wireless antennas, and cameras that are in working condition, installed according to State specifications. The District will supply, install, and maintain the above equipment.
- 7.5.7 All buses shall be equipped with Automated Vehicle Location (AVL) technology and GPS. These systems will have the following abilities: real time location tracking, full path reports, motion stop and start, vehicle speed data, door open and door close, idle time. The data provided shall be available to the District upon request. Unhindered access to this system shall be provided to the District Transportation team in a manner acceptable to the District. This shall be the responsibility of the contractor.

7.6 CONTRACTOR PERSONNEL AND RESPONSIBILITIES

- 7.6.1 A Contractor organization chart identifying the quantity, duties and responsibilities of Contractor personnel that will be employed to effectively implement and operate the District's transportation program shall be included. The following are the minimally acceptable personnel requirements of the Contract. No reduction of staff as indicated on the organization chart shall occur without the express prior written consent of the District.

In the event the Contractor's minimally acceptable personnel requirements fall below contractually acceptable standards due to employee termination or resignation, the Contractor shall notify the District immediately. The Contractor shall make all efforts to fill the vacancy in a timely manner not to exceed 60 calendar days. The Contractor will make accommodations to cover the roles and responsibilities of the vacant staff position without impact to the efficient operations of school bus transportation provided to the District.

- 7.6.2 The Contractor shall at all times have assigned a designated general manager who shall have the authority to act on behalf of the Contractor in all matters related to this Agreement. For the entire operation, the Contractor general manager's primary daily contact shall be with the District's designee, the assigned Charleston County School District Contract Manager. The Contractor shall also designate one field trip/invoice coordinator, and a fluent Spanish speaking individual whose duties include working with the District's ESOL parents, student, and District personnel.
- 7.6.3 The Contractor shall designate one regional contact at the corporate level with the designated authority to act on the Contractor's behalf with regards to the contract, operations, and financial matters.
- 7.6.4 Daily operations shall occur in the established District Zones. Zone 1 shall have an Area A and Area C supervisor. In addition to the Area A supervisor, the Cario lot will have a driver supervisor and a dispatcher supervising the Cario and Porcher lot drivers. The Faison Road lot will have at least 2 assigned driver supervisors and 1 dispatcher. In addition to the Area C supervisor, the James Island lot will have a driver supervisor. The St. Johns lot will have a driver supervisor and a dispatcher. The Hollywood lot will have a driver supervisor. Each zone will be supported by appropriate numbers of dispatchers, customer service, safety, training, and driver supervisors to ensure this Agreement's minimum acceptable standards of performance are achieved.
- 7.6.5 Daily operations shall occur in the established District Zones. Zone 2 will have an Operations Manager. In addition to the Operations Manager, the Azalea lot will have 2 Regular Driver Supervisors, 2 Special Needs Driver Supervisors and 2 dispatchers. The Northwoods lot will have a Driver Supervisor and and dispatcher. Each zone will be supported by appropriate numbers of dispatchers, customer service, safety, training, and driver supervisors to ensure this Agreements minimum acceptable standards of performance are achieved.

- 7.6.6 The Contractor shall have sufficient drivers, monitors/ aides and all other personnel hired and trained to implement the Agreement prior to the first day of operations, and on each subsequent day of operations for the entire term of the agreement. The area offices shall, at a minimum, be staffed at all times that regular bus routes are in operation.
- 7.6.7 Operational personnel are defined as those individuals involved in the design, control, supervision, monitoring and correction of daily bus operations and procedures. The operational personnel shall not be assigned to drive any bus routes. It is expected that the managers will be available to the District's Contract Manager, principals and parents during the peak operating times to resolve operational issues such as accidents, incidents on buses, and lost children.
- 7.6.8 If a school bus is to transport three (3) or more wheelchair students, the Contractor shall provide a bus monitor who will be on board at all times in accordance with SC-DOE Emergency Standards.
- 7.6.9 The recruiting, testing, training, hiring, re-training, discipline, legal compliance, enforcement, district policy compliance, supervision, and management of the Contractor's workforce is the sole and exclusive responsibility of the Contractor. The Contractor is responsible for being knowledgeable and informed as to all such matters, laws, regulations, policies and practices.
- 7.6.10 The hiring, training, and employment of Contractor's school bus drivers and bus monitors/aides will comply with all federal, state and local laws and District policy regarding pre-employment requirements. It is the Contractor's responsibility to know and comply with all such laws and regulations.
- 7.6.11 The District may request at any time from the Contractor employee and operational documentation from the Contractor that confirms full compliance with the requirements of this Agreement.
- 7.6.12 The District may request that any Contractor employee be reevaluated by the Contractor and that a meeting be conducted to mutually evaluate that employee's performance. After such, the District has the right to require that employee be removed from serving the District's transportation needs.
- 7.6.13 The Contractor shall employ a sufficient number of drivers, monitors/ aides and support personnel to assure the District of continuous and reliable service. Continuous and reliable service is defined as performing every scheduled route every morning and afternoon, with each route commencing at the scheduled time. This requires the Contractor to employ sufficient staff to operate every route bus every day. In meeting this standard, the Contractor shall at all times maintain a pool of certified back-up drivers to ensure this standard of performance is achieved. The minimum number of certified back-up drivers and the minimum number of back-up monitors/aides is ten percent (10%) each of the number of daily scheduled bus routes. The Contractor shall provide a listing of all regular driver and monitors/ aides, and the backup drivers and monitors/aides to the Contract Manager on the first business day of each month, and at such other times as may be requested.
- 7.6.14 The District bus driver workforce is being phased out. Currently, four (4) drivers are employed by the District and will be supervised by the Contractor. These drivers are to be offered a minimum of 30 hours per week, which makes them eligible for State benefits and retirement. They are to be paid at their current hourly rate or greater. The Board of Trustees determines hourly wages and compensation. These wage rates may change annually. Their payroll, including all wages, benefits, and retirement allotments, shall be credited against the contractor's monthly invoice. District Driver's payroll timesheets are completed by the CCSD Transportation staff, currently utilizing the Kronos timekeeping system. District driver's will be assigned routes by the CCSD Transportation Office. District bus drivers are accountable to the contractor for performance and attendance. CCSD's transportation officer will work the contractor's managers to conduct annual evaluations of these drivers. Contractor shall inform the CCSD transportation officer, in writing, of any issues with performance or attendance.
- 7.6.15 Contractor agrees that it is liable for damage to vehicles on bus lots, and other District property, caused by Contractor's employees. The maintenance of the lots, to include the asphalt, cleaning up fuel spills, the painting of lines, and security shall be the responsibility of the District. The Contractor is expected to report any lot issues to the Contract Manager's

office promptly.

- 7.6.16 No unauthorized personnel or riders (i.e., Drivers' relatives or children) shall be allowed on any vehicles being used in the performance of this Agreement unless specific written authorization is provided by the District.
- 7.6.17 The Contractor shall ensure the coordination and availability of their drivers for District training concerning student behavior management.

7.7 CONTRACTOR'S ACTIONS AND RESPONSIBILITIES

- 7.7.1 The Contractor must not overload buses regardless of size or rated capacity. Buses used to transport the disabled may not transport more wheelchairs than the number of approved tie down positions. Contractor must comply with SC-DOE recommended maximum load for occupancy of buses as set forth in the [SC-DOE School Bus Routing Manual](#). Regardless of percentages set forth in the SC-DOE manual, the District may require the rescheduling of a route if the quantity and size of the students being transported results in a potentially hazardous situation. Busloads may be changed to address discipline problems. Students at all times should be seated, and seated in such a manner as to benefit from the compartmentalization safety features of the school bus.
- 7.7.2 The Contractor shall ensure that Drivers shall not leave a bus unattended at any time when students are on board.
- 7.7.3 The Contractor shall ensure that Drivers, Monitors, and Aides shall report student misconduct occurring on a Bus. Drivers, Monitors, and Aides shall be instructed and shall comply with the District's disciplinary policy for student misconduct and the procedure for reporting misconduct to the District. The District shall instruct students regarding the Bus regulations and conduct rules.
- 7.7.4 The Contractor agrees that Drivers, Monitors, and Aides do not have authority to refuse any transportation to any eligible student. Matters which may necessitate a withdrawal of eligibility for a student to ride a bus will be reported to the Contract Manager, and resolved through the applicable school principal's office.
- 7.7.5 The Contractor is responsible to ensure that there are no students remaining on any bus when it is parked at the end of the morning or afternoon shift. Any driver who violates this section shall be subject to termination.
- 7.7.6 The Contractor will staff its operation during the hours of 5:30 AM to 5:30 PM such that issues and requests from parents, building officials or the District can be addressed in a timely manner. The Contractor will provide the District with a twenty-four hour, seven day per week contact in case of emergencies or unforeseeable events. All requests and/or complaints that are not immediately resolved shall be logged and reported to the District in a manner acceptable to the District. Requests and complaints meeting these criteria shall be resolved within two (2) school days of receipt, except that this standard shall not apply during the first three (3) weeks of each school year. The Contractor(s) will be responsible for the training of the District's Activity bus drivers. The District will reimburse the contractor \$5000 per zone per year for training District Activity bus drivers.

7.8 PROCUREMENT OF FUEL

- 7.8.1 For SC-DOE owned buses used on magnet routes or any other District-specified activity using SC-DOE buses; the Contractor will pay the current State charge for fuel.
- 7.8.2 The Contractor is to identify the fuel cost in determining the unit cost for a Contractor-owned vehicle and/or District-owned route vehicle where the Contractor supplies the fuel. The Contract provides a fuel escalator or de-escalator based on the average cost of fuel as per the Oil Price Information Service (OPIS) average price per gallon for the Charleston area monthly on the 22nd of every month. For each ten cents per gallon above or below the base unit fuel cost, \$2.00 will be added to or subtracted from the daily bus unit cost. The base rate for the length of this contract will be \$2.2000 per gallon.

7.9 TERMINAL FACILITIES

- 7.9.1 Contractor shall provide its own administration and bus maintenance facilities. The District shall provide to the Contractor office space and appropriate furnishings for the operations personnel in each Zone at no cost to the Contractor. The contractor will be responsible for providing and maintaining telecommunications and internet service, at all sites, for their personnel.
- 7.9.2 The District shall provide parking for all school buses in accordance with State regulations. If the District leases space for use as parking, and the Contractor expends funds to improve that space on approval by the District, and the lease is terminated by the landlord prior to the end of the contract term, the Contractor will be entitled to recover any fees collected by the District from the landlord for the improvements made by the Contractor

7.10 COMPENSATION AND ADDITIONAL CONTRACTOR PERFORMANCE REQUIREMENTS

- 7.10.1 Rates to be paid to the Contractor are specified in the Contractors proposal. Such rates will reflect base pricing dependent upon whether the Contractor is providing the vehicle or if the District or SC-DOE is providing the vehicle.
- 7.10.2 Pricing will occur on the basis of a price per route bus per school day, plus supplemental services. The purpose of this pricing mechanism is to establish a base price for a set of contiguous and recurring bus runs, hereafter called a bus route that is planned for operation on a daily basis. A supplemental price will separately apply to non-contiguous and non-recurring bus runs.
- i) A route bus consists of a bus scheduled to perform morning home to school and afternoon school to home bus runs and other regularly scheduled bus runs serving the District's schools and programs arriving at their District school or program destination between 6:30 AM to 9:30 AM or departing from their assigned District school or program destination between 1:30 PM and 5:00 PM. Regularly scheduled shall mean scheduled to occur four or five days per week. These bus routes may include shuttle and program runs serving the District's schools and programs, if such occur within these timeframes.
 - ii) Supplemental services consist of all activities that are not regularly scheduled, and transportation services arriving after 9:30 AM or departing before 1:30 PM or after 5:00 PM. Examples of supplemental services may include: Safety, Mid-Day, Overload, and Out-of-District routes, and District schools and program runs occurring between these timeframes.
- 7.10.3 The Contractor will perform one day of simulated school transportation (dry-run) for all regular routes prior to before schools commences. If the dry run day(s) fall on the same day/date as school orientations, the vendor will transport students as part of the dry run on those dates at no charge to the District.
- 7.10.4 School Sponsored Extracurricular Trips: The Contractor shall provide transportation for school sponsored extracurricular trips, for schools located in their zone, between the hours of 9:30 AM and 1:30 PM or other times so long as the trip does not interfere with regularly scheduled bus routes. When a SC-DOE bus is utilized, the SC-DOE permit procedure must be followed. The school requesting the bus for the trip is responsible for paying for an hourly driver fee, plus the mileage fee set by the SC-DOE and/or the District for the use of its buses. The Contractor shall collect the money from the school and pay the mileage fees to the owner of the bus being used (either the SC-DOE or the District). The driver fees will be charged at a rate per charged hour for SC-DOE and/or District buses. Contractor may use its buses for these trips with the prior approval of the school involved and charge a flat fee for the use of the bus. The fee for the use of Contractor buses shall be on a per-hour and per-mile basis, with a two (2) hour minimum applicable to all trips.
- 7.10.5 Increases or Decreases in Buses Needed: No route buses shall be operated that have not received the express approval of the District. Any such bus route operated by the Contractor that has not met with this approval shall receive no compensation from the District.
- 7.10.6 Term and Time of Payment: The Contractor shall bill the District for the services performed each month by the 10th of

the subsequent month. The District will make payment within thirty (30) days of receipt of an acceptable invoice. The District will cooperate with the Contractor on establishing an acceptable invoice format that will be utilized for this requirement. The District will apply credits, liquidated damages and withholdings against the invoice with notification to the Contractor.

7.10.7 Performance Withholdings: The District reserves the right to withhold a portion of the monthly payment due to Contractor for non-performance. In the event that documentation is presented to the Chief Operations Officer of the District which clearly indicates persistent nonperformance on the part of the Contractor or his agents, a letter of notification will be forwarded to the Contractor that a fifteen percent (15%) withholding will be applied to the regular monthly invoice. When the non-performance is resolved within sixty (60) school days, and consistent performance meets the District expectations as per the terms of the contract, the deferred amount will be paid in full as part of the next scheduled regular payment to the Contractor. If not cured within sixty (60) school days, the District may retain one-half of the deferral amount as liquidated damages. If the non-performance factor is not cured within one hundred twenty (120) school days of the deferral, the District may retain the full deferral amount as liquidated damages. In this paragraph school days is defined as the regular 181 day school year.

7.10.8 Performance Incentive: The Vendor will receive a monthly 3% bonus incentive for maintaining a 110% monthly driver count. This shall be applied to the regular monthly invoice. If the Vendor receives their monthly bonus for every month of the regular 181 day school year, they will receive an end of the year additional bonus of \$250,000.00. To qualify as a "bus driver" in regards to this calculation, the person's primary job must be as a bus driver. Only drivers actively employed, properly credentialed, and available to drive a bus can be counted.

7.10.9 Minimum Acceptable Performance Criteria: Safe, timely, and responsible transportation of students to schools and to their homes is essential for students to benefit fully from their education experience while minimizing the burden to the students, their families and school staff. A high level of professionalism and quality performance is expected every day from the Contractor and its employees. The District requires execution of these service objectives on a regular basis with only isolated and non-recurring exceptions. To this end, certain minimally acceptable performance criteria shall apply to Contractor performance.

7.10.10 The minimum acceptable performance criteria are defined as follows:

- i) On-time performance shall be defined as arrival within five (5) minutes of the scheduled time for each individual bus run. The minimum standard of performance shall be ninety-five percent (95%) of all runs on the basis of a one (1) week moving average.
- ii) Timely notification to parents, students and school staff, of all bus runs operating outside the on-time performance standard shall be required. The current standard of operating outside of the on time performance is any bus route affected by 15 minutes or more. The District reserves the right to adjust this standard. The minimum standard of performance shall be ninety-eight percent (98%) of all runs on the basis of a one (1) week moving average. The Vendor shall utilize the notification system chosen by the District.
- iii) Daily operation of all scheduled bus runs and routes is required. This is a zero defect standard of performance.
- iv) No students shall be left on a bus unattended at any time. This is a zero defect standard of performance.
- v) No Kindergartener Special Education student shall be discharged from a bus without a custodial individual present. This is a zero defect standard of performance.
- vi) All bus runs with more ridership exceeding the capacity of the vehicle assigned shall be resolved within one (1) day of identification.
- vii) Preventable Accidents shall occur at a rate less than 1.0 accidents per 100,000 miles operated on the basis of a six (6) month moving average.

The Contractor will monitor, account for and report to the District its success with fulfilling these minimum service criteria in a manner, format, and on a timeframe deemed acceptable by the District.

7.10.11 Performance Liquidated damages: From the nature of the services to be rendered it is deemed impractical to rectify the actual damage inflicted or caused by defects in service. If service exceptions become common and circumstances are

recurring in nature, then liquidated damages as described herein may be assessed or contract termination may occur. The District's sources for monitoring service may, in addition to the required reporting form the Contractor, include communications from District staff, parents, and concerned citizens, or bus arrival logs of schools, information provided by a principal, video recordings on the bus, dispatch logs, school report cards, GPS data, visual observation, and other means.

- 7.10.12 For any instance on non-compliance, the District may defer payment of one percent (1%) of the most recently submitted and unpaid monthly transportation invoice as a performance withholding. The number of monthly withholding instances is unlimited.
- 7.10.13 If the non-performance factor is cured to the satisfaction of the District within thirty (30) days of the deferral, the deferred amount will be paid in full as part of the next scheduled regular payment to the Contractor. If not cured within thirty (30) days, the District may retain one-half of the deferral amount as liquidated damages. If the performance factor is not cured within (60) days of the deferral, the District may retain the full deferral amount as liquidated damages.
- 7.10.14 In the event the contractor is unable to provide regular bus drivers to their assigned routes, the District reserves the right to assign these routes to another contractor. The duration shall be at the discretion of the District.

7.11 MISCELLANEOUS PROVISIONS

- 7.11.1 Assignment: This Agreement shall not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement without such consent if the assignment is to a parent company, subsidiary, related or affiliated company. At all times, the parent company shall be ultimately responsible for the performance of this Agreement.
- 7.11.2 Force Majeure: In the event the Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, inclement weather, impassable roads (Joint agreement required between the District and Contractor), riot, war, strike, work stoppage or any condition or cause beyond Contractor's control, the District shall excuse Contractor from performance under this Contract during the period that Contractor is unable to perform. The District shall have the right to take over the operation of the Contractor's and SC-DOE buses during any such period of non-performance by the Contractor and may operate such buses with school employees or obtain services elsewhere until Contractor is able to resume its regular operations. The District shall reimburse the Contractor for the use of Contractor owned buses at the rate of \$25 per day per Contractor owned bus. If the period during which the Contractor is unable to perform exceeds fifteen (15) school days, the District may terminate this agreement. During any period of non-performance, the District shall have no other financial responsibilities to the Contractor other than for the use of any Contractor owned bus as set forth herein.
- 7.11.3 Notices: Any notice by the Contractor that is contractual or cost related shall be sent to the District's Procurement Officer. Any notice by the Contractor that is performance or technical related shall be sent to the District's Contract Administrator. Any notice required or permitted to be given under this Agreement by one party to the other shall be sufficient if given or confirmed in writing to the parties at the addresses set forth below:

If to District's Procurement Officer:
Charleston County School District
3999 Bridge View Drive
North Charleston, SC 29405
Attention: Robin McNeal
Phone: (843) 566-1809
Email: robin_mcneal@charleston.k12.sc.us

- 7.11.4 Modification: No waivers, alterations, or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing, and duly executed by all parties.

- 7.11.5 Contract Termination:

- i) The District or the SC-DOE may terminate this contract for convenience for any reason with (120) one hundred twenty-days written notice. The Contractor understands that funds for this contract are contingent on the availability of funds approved by the School Board. Such funds are appropriated on an annual basis. If the funding is not provided or is inadequate, the continuation of this contract will be dependent on the District and the Contractor reaching a mutual written agreement as to adjustments in the service to be provided and the applicable rates.
 - ii) Any contract entered into by District for services described herein shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. Further, services may be reduced by contract modification in the event of partial funding.
 - iii) The District or the SC-DOE may terminate this contract for cause after giving written notice of the defaults under the contract. The defaulting party shall have sixty (60) days to cure the default after receipt of the written notice. If the default is not cured during that time period, then the non-defaulting party may terminate the contract on an additional fifteen (15) day written notice of failure to cure. In case of contract termination for breach or default by Contractor, the District may secure replacement services from another firm or provide service itself for the remainder of the contract's duration. If the cost of the replacement service, whether through another vendor or in-house, exceeds the cost of services under the rates in the contract, the excess cost will be charged to and collected from the Contractor and/or its sureties.
 - iv) If the contract is terminated by the Contractor or the District, SC-DOE will then have no further obligations under the Contract.
 - v) If the contract is terminated by either party prior to the completion of the five (5) year term and any extension thereof, the Contractor shall be entitled to be paid any deferred payments which have been earned and not paid unless they are assessed as liquidated damages.
 - vi) Any termination of this Agreement pursuant to this section will not become effective until the end of a school year unless there are unusual and compelling circumstances that would justify a mid-year termination.
 - vii) Performance Bond: The Contractor shall provide a performance bond suitable to the District for one hundred percent (100%) of the annual contract amount to protect the District and/or the SC- DOE should the Contractor default in its performance under this Contract.
 - viii) Compliance with All Applicable Laws and Regulations: The Contractor agrees to comply with all applicable federal, state and local laws and regulations.
 - ix) Records, Data and Reports: The Contractor shall provide a daily driver report and such other reports, data and records which may be reasonably requested by the District. All bus transportation records of the Contractor pertaining to the District shall be open to inspection by the District during regular business hours in the Contractor's office. Contractor shall provide any reports or records requested by the District in the format and on the form designated by the District. Contractor shall maintain accurate and reliable records concerning the number of students transported and number of miles driven. Said records shall be compiled and maintained in the form required by the SC-DOE and shall be provided to the District on request in a timely manner.
- 7.11.6 SC-DOE Fees: Contractor shall pay SC-DOE monthly for the use of SC-DOE buses for which fees are required to be paid and to complete required SC-DOE reports. The Contractor shall be responsible for paying the following categories of fees, Driver Returning Home, Summer, Damages, Field Trips and Accidents. If Contractor fails to pay the SC-DOE fees in a timely manner, then, after fifteen (15) days' written notice to Contractor, the District shall pay the SC-DOE fees and will take as a credit such amount to be paid on the next monthly payment owed to Contractor. Contractor and/or District are also responsible for other fees assessed by the SC- DOE in accordance with its fee schedule as appropriate.

8.0 BIDDING SCHEDULE/COST PROPOSAL

See Attachment E and F

B2002 STUDENT TRANSPORTATION SERVICE

The undersigned, as bidder, proposes and agrees, if this bid is accepted, to contract with Charleston County School District, in the form of contract specified, to pay all required fees and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation, and labor to complete the projects, and has bid in full and complete accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

1. The bidder further declares that he/she has examined the site of work and has become thoroughly familiar with all conditions pertaining to the work to be performed. The bidder also has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he/she has been satisfied relative to the work to be performed.
2. The bidder agrees that this Bid Proposal is valid from bid date to 90 days hence.
3. **The bidder finally agrees that this BVB supersedes any and all previous agreements, both written and oral, and that the terms and conditions of this Agreement shall exclusively govern the agreement between the parties.**

Company Name

Name of Authorized Rep. – Typed or Printed

Street Address/P.O. Box

Signature of Authorized Representative

City/State/Zip

Date

9.0 ATTACHMENTS TO SOLICITATION

Attachment A

Minority Participation Affidavit

- 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
- _____ Temporary certification
- _____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

Attachment B

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal

If you fail to follow this checklist, you risk having your proposal rejected.

- 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 DISTRICTS 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 A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- 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.**

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes

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

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

Attachment C
QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from agencies you have performed similar services for in the past two (2) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone # _____

Attachment D

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: B2002 STUDENT TRANSPORTATION SERVICES

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to Charleston County School District. Our objections are.....

- 6. We do not sell the items/service on which bids are requested.
- 7. Other

- 8. We wish to remain on the bidders' list.
- 9. We wish to be deleted from the bidders' list.
- 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____