Solicitation Number: 0113-01

Solicitation Description: Vehicular Advertising Services

Solicitation Opening Date and Time: 3:00 PM on January 3, 2013

THE FOLLOWING MUST BE RETURNED IN A PROPOSAL PACKAGE

☐ Signed solicitation - Proposal shall be submitted with one original and 4 copies marked with bid number and description of proposal.

☐ Signed cost proposal – The cost proposal shall be sealed in a separate envelope marked with Bid number and description. Make sure to mark as cost proposal.

☐ Complete proposal –see instructions in Part IX -Proposal and Content and Part X – Information Requested

☐ Signed amendment (if any)- It is the responsibility of the offeror to check website (www.pdhta.org) for any amendments.

☐ The proposal must be delivered by the time and date on the solicitation. Make sure to review the timeline in RFP.

☐ Three (3) references with contact person and telephone number.

☐ Signed Federal Transit Administration (FTA) clauses and certifications -if applicable.

☐ Insurance Certificate naming Pee Dee Regional Transportation Authority as an additional insured if work is done on PDRTA’s premises.
NOTE: SEE PAGE THREE (3) FOR INFORMATION ON SUBMISSION OF QUESTIONS

Return Proposal No Later Than 3:00 PM January 3, 2013
Proposal Opening will be at 3:00 PM January 3, 2013

Mail via US Postal Service
Purchasing Manager
Pee Dee Regional Transportation Authority
P.O. Box 2071
Florence, SC  29503

UPS/FedEx, etc/Hand Carry To:
Purchasing Manager
Pee Dee Regional Transportation Authority
313 S. Stadium Road
Florence, SC  29506

Description:  Vehicular Advertising Services for Pee Dee Regional Transportation Authority.

Maximum Contract Period:  From the date of award through one (1) years with option to extend four (4) years. No reimbursement will be made for any costs incurred prior to a formal notice to proceed. PDRTA shall have the option to extend or renew this contract upon the same terms and conditions as contained herein for a period not to exceed five (5) years;

By signing this proposal, I certify that we will comply will all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug Free Workplace Act and the proposal is firm for a period of at least (90) days from the closing date for submission of proposals.

**THIS PROPOSAL MUST BE SIGNED TO BE VALID:**
*Solicitation Number and Opening Date must be shown on sealed envelope***

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE</th>
<th>PRINTED NAME</th>
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<tbody>
<tr>
<td>COMPANY</td>
<td>STATE VENDOR NO. (IF KNOWN)</td>
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<td>MAILING ADDRESS</td>
<td>SOCIAL SECURITY OR FEDERAL TAX NO.</td>
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<tr>
<td>CITY</td>
<td>STATE</td>
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<td>EMAIL ADDRESS (Please Provide)</td>
<td>TELEPHONE NUMBER</td>
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ACCEPTED BY PEE DEE REGIONAL TRANSPORTATION AUTHORITY (Representative’s Signature)

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PART IV PROPOSAL SUBMISSION
PART V INFORMATION FOR OFFERORS
PART VI SCOPE OF WORK
PART VII LIST OF EQUIPMENT AND SOFTWARE
PART VIII TIMELINE
PART IX PROPOSAL CONTENT AND OUTLINE
PART X INFORMATION REQUESTED FROM THE OFFEROR
PART XI EVALUATION OF PROPOSALS
PART XII AWARD CRITERIA
PART XIII RESPONSIBLE PROSPECTIVE CONTRACTOR
PART XIV GENERAL CONDITIONS
PART XV GENERAL INSTRUCTIONS
PART XVI TERMS AND CONDITIONS – GENERAL
PART XVII TERMS AND CONDITIONS – SPECIAL
APPENDIX A- BID SHEET
FEDERAL CLAUSES AND CERTIFICATIONS – SEE ATTACHED
PART I - GENERAL INFORMATION

A. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

B. Proposal must be in the official name of the firm or individual under which business is conducted and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

C. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

D. Proposals will be received by the Pee Dee Regional Transportation Authority until 3:00 PM January 3, 2013. Proposals and modifications thereof, received at the office designated in the RFP after the exact hour and date specified for receipt of proposal, will not be considered. Any proposals received after the scheduled opening date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations.

E. A Pre-bid meeting will be held at 10:00 AM on December 13, 2012 in the PDRTA’s Board Room located at 313 S. Stadium Road, Florence, SC 29506 to answer questions regarding this solicitation. This is not a mandatory meeting but is highly recommended. After the Pre-bid meeting all questions, request for information or requests for clarification must be submitted in writing and received by 10:00 AM on December 20, 2012. After this date no further questions will be addressed. After all written requests have been received a response in the form of a written amendment to the RFP will be mailed or emailed to all potential offerors. Oral explanations or instructions will not be binding.

Questions may be faxed to (843) 665-7552 or emailed to sandygarris@pdrta.org

Mail via US Postal Service
Purchasing Manager
Pee Dee Regional Transportation Authority
P.O. Box 2071
Florence, SC 29503

UPS/FedEx, etc/Hand Carry To:
Purchasing Manager
Pee Dee Regional Transportation Authority
313 S. Stadium Road
Florence, SC 29506

The Intent to Award will be posted in the lobby of PDRTA’s Administrative Office at 313 S. Stadium Road, Florence, SC 29506 and www.pdrta.org on January 18, 2013.

As a public non-profit entity, the Pee Dee Regional Transportation Authority is subject to the following Prohibition of Gratuities:

Amended Section 8-13-420 of the 1976 CODE OF LAWS OF SOUTH CAROLINA states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by 16-9-210 and 16-9-220."
PART II - SCOPE OF PROPOSAL

Pee Dee Regional Transportation Authority is seeking to establish a source of supply with a contractor to provide advertising fabrication and/or advertising installation on its transit system vehicles. The contractor will arrange for the placement of advertising on PDRTA’s vehicles, which includes full and partial exterior wraps and interior advertising panels. PDRTA has a fleet of 107 vehicles, but it does not obligate itself to place advertising on any and/or all its vehicles. It is the intent of PDRTA to award the contract to one contractor.

PART III - LIMITATION AND FORMAT

The Authority may require the offerors selected to participate in negotiations to submit such items as price, technical, or other revisions of their proposals as may result from negotiations. Proposals should not be submitted in elaborate format or expensive binders. Legibility, clarity, and completeness are important and essential.

PART IV - PROPOSAL SUBMISSION

Proposals shall be submitted with one original and four copies marked "Proposal-RFP# 0113-01 “Vehicular Advertising Services” ” and one cost proposal for each appendix, sealed in a separate cover marked, “RFP# 0113-01-Cost Proposal”. See Appendix A and attached Federal Clauses and Certifications. The Bid Sheet attached must be used.

PART V – INFORMATION FOR OFFERORS

Overview of the Transit System

The Pee Dee Regional Transportation Authority is a public transit system servicing seven (7) counties in north and eastern South Carolina. These counties are Chesterfield, Marlboro, Dillon, Marion, Darlington, Florence, and Georgetown. The service area is primarily rural. The PDRTA became an Authority in 1976 and has since provided uninterrupted service.

PDRTA has 3 offices in the service area. The main office is located on the outskirts of the City of Florence and houses administration, maintenance, and operations. The Florence Transit System, a fixed route system with 6 routes, is managed by the Florence office. PDRTA also has fixed routes including Darlington-Florence Commuter, Darlington Transit (DART), Lake City-Johnsonville-Myrtle Beach, Lake City Transit (LakeTran) and Marion-Myrtle Beach. Scheduling and dispatching for demand response in Darlington and Florence counties are handled at the Florence office. Proposers should note that trips originating in these counties may have destinations elsewhere within the service area or outside the service area.

The Marion office is a scheduling dispatch office. Demand Response for Marion and Dillon counties are scheduled from this office. Proposers should note that trips originating in these counties may have destinations elsewhere within the service area or outside the service area. The Marion office also controls fixed route commuter service to various points in the greater Myrtle Beach area.

The Cheraw office is a scheduling dispatch office. Demand Response for Chesterfield and Marlboro counties are scheduled from this office. Proposers should note that trips originating in these counties may have destinations elsewhere within the service area or outside the service area.
Service Area

The PDRTA provides service throughout the 7 county Pee Dee region of South Carolina. The service area is approximately 3553 square miles serving an estimated population of 331,000 residents.

PDRTA currently operates 24 hours per day, depending upon service type. Most demand response service begins around 6am and ends around 6pm, Monday through Friday. Saturday demand response service is primarily for dialysis clients and generally follows the same times as Monday-Friday service. Commuter service to Myrtle Beach operates from 6am-6pm to accommodate primarily hospitality industry workers on various shifts. Since the hospitality industry is somewhat seasonal, 3rd shift service may be offered during peak season months and terminated during winter months. The Florence Transit System operates Monday through Friday from 6am-6pm and Saturday from 8am-12pm and 1pm-5pm, except for major holidays, when mid-day service is eliminated.

PART VI – SCOPE OF WORK

1. Purpose

Pee Dee Regional Transportation Authority (PDRTA) is soliciting proposals to manage the Exterior/Interior Bus Advertising Program on its fleet of buses for a one (1) year term with options for four (4) additional one (1) year terms. Should PDRTA determine to exercise each option, PDRTA will notify the Contractor of its decision.

The purpose of this Request for Proposals (RFP) is to secure a qualified contractor to provide revenue-generating transit advertising for PDRTA. The contractor will be responsible for coordinating all advertising activities in order to generate revenue on transit revenue vehicles. The contractor will manage sales, contracts, placement of advertising, production of advertising materials, removal of advertisements and other duties.

2. Description of Service

A. PDRTA currently operates twelve (12) fixed bus routes in the following areas of the Pee Dee area in South Carolina: Florence, Darlington, Lake City, Johnsonville, Marion and Myrtle Beach. PDRTA operates commuter service from Marion and Lake City to many destinations from the South End of Myrtle Beach to North Myrtle Beach. Transit services are provided seven (7) days a week from approximately 6:00 AM to 6:00 PM. Demand Response services are currently provided in Chesterfield, Darlington, Dillon, Florence, Georgetown, Marion and Marlboro counties. PDRTA provided 6,480,481 passenger miles with a vehicle revenue mileage of 2,812,738 during FY2012.

B. PDRTA’s current revenue inventory includes fifteen (15) Thomas Buses ranging from 30 to 40ft, five (5) Freightliner Trolleys at 32 ft, (67) Ford and Chevrolet Cut-a-Ways (Demand Response) ranging from 14-20 Passengers and (10) Dodge Caravans. (Inventory is subject to change)

3. Essential Contractor Qualifications

A. Contractor must demonstrate that it has experience in the advertising business and that Contractor has the capability of providing the necessary staff to conduct business in the Pee Dee Region of South Carolina. Contractor must presently operate and, for at least the last three years, have operated an advertising business. At least three (3) references must be provided.
B. Contractor must demonstrate that, throughout the term of its contract with PDRTA, it will be represented by a Regional or National sales organization.

C. Contractor must demonstrate that it has the financial capacity and ability to conduct a sales program designed to produce maximum advertising income. Contractor must provide photographs of successful installations.

4. Essential Proposal Elements
In addition to those elements normally required in any transit contract for services, the following elements must be included.

A. Statement of qualifications and relevant experience in conducting business similar to that which is required herein within the last three (3) years.

B. Names, experience and professional qualifications for key personnel to be assigned to this contract. Any sub-contractors working with contractor must be approved by PDRTA and adhere to the same guidelines as the contractor. Resumes should be included.

C. Detailed work plan

D. Quality control program

E. Any value-added services to be provided.

F. Proposed compensation
Specify a percentage of gross advertising revenue and a minimum monthly guarantee for each year of the base term of the contract and for each option year of the contract.

G. Rate Card
Contractor provides rate card showing estimated rates for advertisements on Transit buses Interior/Exterior and Trolley and van exteriors. Card should include all applicable discounts for increased showing, frequency or length of posting special packages/programs, etc. Rate Cards should demonstrate the type, size and location of ad placement. They should also contain a diverse range of sizes from full wraps and side posters to interior ads and small back placement.

5. General Contractor Requirements
A. The contractor will have the exclusive right to place PDRTA-approved advertising upon PDRTA revenue inventory (interior and exterior). The contractor will be responsible for securing all contracts, managing placement of advertisements, and coordinating with PDRTA staff. All ads, except where noted below, will be obtained for the sole purpose of generating revenue.

B. The contractor will give its best effort to sell advertising space and will operate a fully staffed business office to manage this effort.

C. The contractor must be familiar with the Pee Dee area, local ordinances of municipalities in the area, and be capable of acquiring both local and national advertising contracts.

D. The contractor must have a work force capable of insuring proper installation, maintenance, and removal of advertising.
E. All advertisements must be approved by the PDRTA Executive Director and/or the Director of Operations or her/his designee prior to installation, with at least a two work day notice. The PDRTA Executive Director or her/his designee will be the arbiter of acceptable content and will designate approval in writing or other written communication. Determinations are final and not appealable.

F. The Contractor will remove unapproved or damaged ads within 24 hours of written notice given by PDRTA. It will remove all dated advertising materials within five (5) calendar days from their expiration date. (Dated materials refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.)

G. Any unsold spaces will be available to PDRTA for the purpose of inserting public service announcements or for publicity of other PDRTA activities. With at least a 24-hour notice, the contractor may remove these announcements if the space is sold. The contractor will keep the advertising material and will not alter or damage the material. The contractor may place its own advertisements in empty spaces only with the prior written approval of PDRTA.

H. The contractor will indemnify and hold harmless PDRTA from and against all damages and claims resulting from the contractor’s action and against all damages and claims arising on behalf of or asserted by any employee, agent or subcontractor of the contractor. All insurance policies shall contain an agreement on the part of the insurer waiving the right to subrogation.

I. The contractor will indemnify and hold harmless PDRTA in the event that the contractor’s ads are destroyed, defaced, or otherwise affected in any way by vandalism, accidents and other acts. PDRTA will agree to report criminal activities to the police and to the contractor as soon as feasible.

J. The Contractor assumes all responsibility for all of the materials and services provided under this contract, whether those materials and services are provided by the contractor, purchased ready-made, or provided by a subcontractor. **The contractor warrants that all products and/or processes utilized in production, installation, maintenance, repair and removal of all advertisement during the term of the contract shall not damage any of the display areas.** In the event that damage occurs, the contractor shall reimburse PDRTA for its actual costs of repairs (labor burden, parts and materials). Prior to undertaking any repairs, PDRTA will provide 72 hours notice to enable the contractor time to inspect the subject damage if so desired.

K. The contractor agrees to keep complete, accurate and up-to-date records of all advertising business conducted by it under the contract, to maintain such records and to include such records as may be necessary with its regular payments to PDRTA.

L. PDRTA will have the right to audit contractor’s books and accounts relevant to the contract only. If PDRTA elects to make such an audit, contractor shall make all appropriate books, records and accounts, including records maintained for payments made to PDRTA, available within thirty (30) days of PDRTA’s written request. The contractor must preserve all appropriate books, records, and accounts generated during the entire term of this agreement for the current year plus three (3) years.

M. The contractor will make monthly payments, due no later than ten (10) days after the first day of each month, to PDRTA for any revenue received according to the compensation structure in the contract. Monthly payments shall be accompanied by a schedule which shows the advertisements which were displayed, the gross revenue earned for the advertisements, and the amount of revenues to be earned in the future under existing contracts.
N. Contractor will have access for ad installation from 6am-7pm Monday-Friday and also by appointment during business hours (8am-5pm) contractor must check in at front entrance of PDRTA. Employee must sign in and receive a visitor badge to do work.

1. Certain forms of paid advertising will not be permitted for placement or display on or in PDRTA vehicles. Unpaid advertisements will not be permitted with the exception of PDRTA operational and promotional material.

2. The PDRTA will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances.

3. PDRTA will not display or permit to be displayed any advertisement that falls with one or more of the following categories:

   - **Profanity**. The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.

   - **Graffiti**. The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.

   - **Violence**. The advertisement either (1) contains an image or description of graphic violence, including, but not limited to the depiction of weapons or other implements or devices used in the advertisement to depict an act or acts of violence or harm to a person or animal; or (2) the advertisement or any material contained therein, incites or encourages, or appears to incite or encourage, violence or violent behavior.

   - **Unlawful Goods or Services**. The advertisement, or any material contained in it, promotes or encourages the use or possession of unlawful or illegal goods or services.

   - **Unlawful or Detrimental Conduct**. The advertisement, or any material contained in it, promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities that are detrimental to the maintenance and safe operation of the PDRTA system.

   - **Libelous, Copyright or Patent Infringement**. The advertisement, or any material contained in it, is libelous, or an infringement of a copyright or a patent or is otherwise unlawful, illegal or likely to subject PDRTA to litigation.

   - **Obscenity or Nudity**. The advertisement contains obscene material or images of nudity. For purposes of these guidelines, the term "obscene matter" shall have the meaning set forth in South Carolina Code of Laws.

   - **Prurient Interest**. The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of human activity in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term "minor" shall have the meaning contained in South Carolina Code of Laws.
“Adult”-oriented Goods or Services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, which are identifiable with films rated X or NC-17, adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.

Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by PDRTA, its directors, management or employees of any service, product, or point of view, without the express prior written authorization of the PDRTA Board of Directors.

Injurious to PDRTA and its Mission. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, defames PDRTA or promotes alternatives to PDRTA in a manner that directly impairs PDRTA’s ridership and/or revenue.

VIII—TIMELINE

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<th>Event Description</th>
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<tr>
<td>11/19/2012</td>
<td>Request for Proposal Issued</td>
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<td>11/19/2012</td>
<td>South Carolina Business Opportunities (SCBO ) advertisement</td>
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<tr>
<td>12/13/2012</td>
<td>Pre-Bid Meeting.</td>
</tr>
<tr>
<td>12/20/2012</td>
<td>Questions submitted by fax or electronic mail to Sandy Garris, PDRTA 10:00 A.M</td>
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<tr>
<td>12/27/2012</td>
<td>All questions will be answered by Sandy Garris, PDRTA</td>
</tr>
<tr>
<td>1/3/2013</td>
<td>Request for Proposal due at PDRTA, 3:00 P.M.</td>
</tr>
<tr>
<td>1/3/2013</td>
<td>Statement of Award to be posted on window in the lobby of PDRTA’s administrative office at 313 S. Stadium Road, Florence, SC 29506 and <a href="http://www.pdrtainc.org">www.pdrtainc.org</a>.</td>
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PART IX—PROPOSAL CONTENT AND OUTLINE

Section 1: Proposal coverage. Cover the scope of work and general objectives to which the proposal is addressed.

Section 2: Tasks and Method. Describe the principal tasks or sub-tasks undertaken. Describe and discuss the method of management control to be applied to the services to ensure timely deliverables, professionalism, and quality performance. The content should generally follow the outline of work tasks, though alternative approaches may be suggested to accomplish the same ends. The proposals submitted must clearly identify:

1. A work plan indicating that the proposer understands the nature, scope and scale of the work to be done.
2. Activities to be undertaken under each work task
3. Time to be devoted to each task
4. Provide current reference information for three former or current clients.
5. Provide a company profile, length of time in business and core competencies.
6. Briefly describe your firm’s project management process.
7. Please discuss your testing and support plan.
8. Please explain your service level agreement (SLA) structure.

Section 3: Organization and Manpower. Include the name of the project manager and/or the name(s) of key personnel in organizational chart format. Include a brief resume for each person shown on the Organization Chart, including special qualifications applicable to the performance of this project.
Describe the specific effort to be contributed to the project by each person if applicable. If subcontractors are to be used, describe the arrangements and include resumes of key personnel. Prior approval shall be required for all subcontractor used. The individual to be assigned overall responsibility for the project shall be identified. In addition to the person named above, it is also required to name the individual who would be assigned the responsibility for the specific identified task within the organization.

Section 5: Definition of the activities to be undertaken, how they will be carried out, and the approach and plan to achieve project activities, including definitive description of the tasks to be carried out.

Section 6: Prior and current experience. Include a list of projects currently in progress or completed within the last two years which are relevant to the type of project effort proposed. Include the names, addresses, and telephone numbers of contact points with those clients. The PDRTA reserves the right to request information from any source so named. Provide a minimum of three (3) references that demonstrate your experience. A contact person with telephone number for each reference should be included.

Section 7: Signature. The proposal shall be signed by an official authorized to bind the offeror, and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate, and contractually bind the company, and also the identity of the person who shall be contacted during the period of proposal evaluation and negotiation.

Section 8: Provide any pertinent information needed to describe your services.

PART X –INFORMATION REQUESTED FROM THE OFFEROR

The following outline includes all the information called for in the RFP.

1. Title Page Show the RFP subject, the name of the Offeror’s company name, local address, telephone number, name and title of the contact person, and the date of submission.
2. Contain separately submitted and sealed Technical and Cost Proposals;
3. Include a Letter of Transmittal signed by the person(s) with the authority to bind your firm and answer questions or provide clarification concerning submitted proposals;
4. Be typed on 8½ x 11 paper;
5. Include 1 signed original and 4 copies;
6. Not include promotional materials;
7. Complete profile of the offeror;
8. Completely and accurately fill out all attached Cost Proposal; Make sure to use cost sheet attached:

PART XI-EVALUATION OF PROPOSALS

Proposals will be evaluated by a selection committee, in accordance with the criteria identified below.
1. Recent relevant advertisement experience in sales contracts related to Transit Authorities or other federally/state funded agencies. Prior work in the area of advertisements on any vehicles.
2. Proposed payment compensation/structure including Rate Card
4. Contractor must demonstrate that it has the financial capacity and ability to conduct a sales program designated to produce maximum advertising income.

5. Adequate personnel with a dedicated administrative and proven sales staff. In addition, assignment of responsibility for the identified tasks to a specific named individual(s) with

PART XII - AWARD CRITERIA

AWARD CRITERIA " PROPOSALS: Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to PDRTA.

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

EVALUATION FACTORS " PROPOSALS: Offers will be evaluated using only the factors stated above. Evaluation factors are stated in the relative order of importance. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous.

NEGOTIATIONS: The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

PART XIII- RESPONSIBLE PROSPECTIVE CONTRACTORS

Contracts will be awarded only to responsible prospective contractors. To be eligible for award of a contract, a prospective contractor must be responsible. An offeror must, upon request, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable inquiry may be grounds for determining that you are ineligible to receive an award. In order to qualify as responsible, a prospective contractor must, in the opinion of the Authority, meet the following standards as they relate to this RFP:

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical qualifications, skills and facilities, or have the ability to obtain them;
3. Be able to comply with required suspense dates;
4. Have satisfactory record of performance;
5. Be able to comply with the requirements of the Disadvantaged Business Enterprise and Equal Employment Opportunity statement indicated below; and
6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) Statement

The PDRTA is committed to utilizing DBE’s whenever possible.

Disadvantaged Business Enterprise (DBE) - In connection with the performance of this contract, the selected contractor shall cooperate with the PDRTA in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and shall use its best efforts to insure that
Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for
connection with the execution of this contract, the contractor
or applicant for employment because of race, religion, color,
take affirmative action to insure that applicants are employed
employment, without regard to their race, religion, color, sex
or origin. Such actions shall include, but not be limited to, the following: Employment, upgrading,
demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other
forms of compensation; and selection for training, including apprenticeship.

PART XIV-GENERAL CONDITIONS

1. **FORC MAJURE**: The Contractor shall not be liable for any excess costs if the failure to perform
the contract arises out of causes beyond the control and without the fault or negligence of the
contractor. Such causes may include, but are not restricted to acts of God or of the public enemy,
acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics,
quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every
case the failure to perform must be beyond the control and without the fault or negligence of the
contractor. If the failure to perform is caused by the default of a subcontractor, and if such
default arises out of causes beyond the control of both the contractor and subcontractor, and
without the fault or negligence of either of them, the contractor shall not be liable for any excess
costs for failure to perform, unless the supplies or services to be furnished by the subcontractor
were obtainable from other sources in sufficient time to permit the contractor to meet the required
delivery schedule.

2. **SOUTH CAROLINA GOVERNING LAW**: 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 appropriate Chief Procurement
Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or
in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in,
Richland County, State of South Carolina. Contractor agrees that any act by the Government
regarding the Agreement is not a waiver of either the Government's sovereign immunity or the
Government's immunity under the Eleventh Amendment of the United State's Constitution. As
used in this paragraph, the term "Agreement" means any transaction or agreement arising out of,
relating to, or contemplated by the solicitation. The parties expressly agree that the UN
Convention on the International Sale of Goods shall not apply to this agreement.

3. **OFFEROR'S QUALIFICATION**: Offeror must, upon request of the Pee Dee Regional
Transportation Authority, furnish satisfactory evidence of its ability to furnish products or services
in accordance with the terms and conditions of this proposal. The Pee Dee Regional Transportation
Authority reserves the right to make the final determination as to the offeror's ability to provide the
services requested herein.

4. **OFFEROR RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating
to the scope and restrictions attending the execution of the work under the conditions of this
proposal. It is expected that this will sometimes require on-site observation. The failure or
omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of
any obligation with respect to this proposal or to the contract.
5. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State laws concerning fair employment and employment of the handicapped, and 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.

Any contract resulting from this proposal may be terminated by the Pee Dee Regional Transportation Authority provided a thirty (30) days advance notice in writing is given to the contractor.

6. **TERMINATION:** Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Pee Dee Regional Transportation Authority provided a thirty (30) days advance notice in writing is given to the contractor.

   6.1. **Non-Appropriations:** Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State of South Carolina.

   6.2. **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the Pee Dee Regional Transportation Authority without the required thirty (30) days advance written notice, then the Pee Dee Regional Transportation Authority shall negotiate reasonable termination costs, if applicable.

   6.3. **Cause:** Termination by the Pee Dee Regional Transportation Authority for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

      a. **Default:** In case of default on contractor, the Pee Dee Regional Transportation Authority reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

7. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The Pee Dee RTA will consider the contractor to be the sole point of contact with regard to contractual matters.

8. **SUBCONTRACTING:** If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the Pee Dee Regional Transportation Authority. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

9. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the Pee Dee Regional Transportation Authority pursuant to this contract shall belong exclusively to the Pee Dee Regional Transportation Authority.

10. **LEGAL OR CONSULTANT SERVICES:** If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".
11. INDEMNIFICATION: The Pee Dee Regional Transportation Authority, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror’s proposal.

12. COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

13. CONTRACT FORMAT: When applicable, the contractor shall also be required to abide by all the covenants, conditions, responsibilities, terms and stipulations as set forth in the contract format (attachment and accompanying schedules). Said contract format is subject to change prior to final execution of any contract which is awarded subsequent to this Request for Proposal.

14. DRUG-FREE WORKPLACE: (Note: This clause applies to any resultant contract of $50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the using agency your compliance.

15. PURCHASING LIABILITY: The Pee Dee Regional Transportation Authority is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the Pee Dee Regional Transportation Authority and the successful offeror.

16. CONTRACT AMENDMENTS: Amendments to any contract between the Pee Dee Regional Transportation Authority and the contractor must be reviewed and approved by the Executive Director, Pee Dee Regional Transportation Authority.

17. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Pee Dee Regional Transportation Authority.

18. RECORDS RETENTION & RIGHT TO AUDIT: The Pee Dee Regional Transportation Authority shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of five (5) years from the date of final payment under the contract.

The Pee Dee Regional Transportation Authority may conduct, or have conducted, performance audits of the contractor. The Pee Dee Regional Transportation Authority may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the State.

Pertaining to all audits, contractor shall make available to the Pee Dee Regional Transportation Authority 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 contractor shall be made available for auditing purposes at no cost to the Pee Dee Regional Transportation Authority.

PART XV - GENERAL INSTRUCTIONS

1. INTENT TO PERFORM: It is the intent and purpose of the Pee Dee Regional Transportation Authority that this request permits competition. It shall be the offeror's responsibility to advise the Pee Dee Regional Transportation Authority if any language, requirements, etc., or any combinations
thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Pee Dee Regional Transportation Authority within fifteen (15) days of the date of issue. A review of such notifications will be made.

2. 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. Prices will not be divulged at the time of the opening.

3. PREPARATION OF PROPOSAL:
   a. All proposals should be complete and carefully worded and must convey all of the information requested by the Pee Dee Regional Transportation Authority. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Pee Dee Regional Transportation Authority and the Pee Dee Regional Transportation Authority alone will be the judge as to whether that variance is significant enough to reject the proposal. PDRTA may cancel this solicitation in whole or in part. The PDRTA may reject any or all proposals in whole or part.
   b. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
   c. If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.
   d. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

4. DISCUSSION/NEGOTIATION:
By submission of a proposal, offeror agrees that during the period following issuance of a proposal and prior to final award of contract, offeror shall not discuss this Procurement with any party except members of the Pee Dee Regional Transportation Authority or other parties specifically designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using Agency any aspect of the procurement without prior approval of the Pee Dee Regional Transportation Authority procurement officer responsible for the procurement.

5. AMENDMENTS:
   a. VERBAL COMMENTS OR DISCUSSIONS BY THE PEE DEE REGIONAL TRANSPORTATION AUTHORITY RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFEROR'S.
   b. If it becomes necessary to revise any part of the RFP, an amendment will be provided to all eligible offerors. The solicitation may be amended at any time prior to opening. All actual and prospective offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment before the closing of the RFP.

6. ORAL PRESENTATIONS OR INTERVIEWS:
7. FUNDING:

The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the Federal Transit Administration and the South Carolina Department of Transportation for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the State Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8. RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

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

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

(c) Responsiveness. Any offer that fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. 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 Pee Dee Regional Transportation Authority cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

(e) Unbalanced Bidding. The Pee Dee Regional Transportation Authority may reject an Offer as nonresponsive 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 Authority even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
1. **AWARD:** An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the Pee Dee Regional Transportation Authority, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the authority will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

10. **SUBMITTING CONFIDENTIAL INFORMATION** (August 2002):

(An overview is available at www.state.sc.us/mmo/legal/foia.htm) 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 State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

11. **RIGHT OF NON/COMMITMENT OR REJECTION:**

This solicitation does not commit the Pee Dee Regional Transportation Authority to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The Pee Dee Regional Transportation Authority reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its
13. **COST:**

Cost submitted with proposal shall be firm for a period of at least 90 days from the closing date.

14. **UNSUCCESSFUL OFFERORS:**

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.

15. **DISCUSSION WITH RESPONSIVE OFFERORS:**

Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

16. **PAYMENT FOR GOODS & SERVICES:**

Payment for goods & services received by the State shall be processed in accordance with Pee Dee Regional Transportation Authority’s Finance Policy.

17. **TAXES:** The Pee Dee Regional Transportation Authority is a Public Entity of the State of South Carolina and does not pay tax. A copy of the PDRTA’s Tax Exemption Certificate will be furnished upon request.

**PART XVI- TERMS AND CONDITIONS – A. GENERAL**

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

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

**FIXED PRICING REQUIRED:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor’s price shall be fixed for the duration of this contract, including option terms and this clause does not prohibit contractor from offering lower pricing after award.
TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs amortized beyond the initial contract term.

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

PART XVII- TERMS AND CONDITIONS –SPECIAL

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.

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

SHIPPING / RISK OF LOSS F.O.B. Destination. Destination is the Pee Dee Regional Transportation Authority; 313 S. Stadium Road, Florence, SC 29506 designated receiving site, or other location, as specified herein.
The Agreement shall be in effect for one (1) year from the date of the Notice to Proceed. The Agreement may be extended in accordance with the provisions set forth in these Specifications of up to four (4) additional years. Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the specified services to PDRTA, in accordance with the Specifications described in the RFP, during the initial term of twelve (12) consecutive months and up to the maximum term of sixty (60) months from the date on the Notice to Proceed and at the prices set forth in the following Bid Schedules. The Contractor shall pay PDRTA a percentage of net advertising revenue for exterior and interior bus advertising space on PDRTA buses or a minimum annual guarantee, whichever is greater, for each year of the Agreement. Proposer shall specify, in its proposal, the annual percentage of net advertising revenue to be paid and the minimum monthly guarantee applicable during each year of the Agreement.

We propose to pay the PDRTA the following:

**First Year:**
Annual ______ % of Net Advertising Revenue or Minimum Annual Guarantee of Advertising Revenue
$ ____________.
The Total Minimum Annual Guarantee of Advertising Revenue for the First Year
is ____________________________ Dollars and ____________ Cents.

**Second Year:**
Annual ______ % of Net Advertising Revenue or Minimum Annual Guarantee of Advertising Revenue
$ ____________.
The Total Minimum Annual Guarantee of Advertising Revenue for the Second Year
is ____________________________ Dollars and ____________ Cents.

**Third Year:**
Annual ______ % of Net Advertising Revenue or Minimum Annual Guarantee of Advertising Revenue
$ ____________.
The Total Minimum Annual Guarantee of Advertising Revenue for the Third Year
is ____________________________ Dollars and ____________ Cents.

**Fourth Year:**
Annual ______ % of Net Advertising Revenue or Minimum Annual Guarantee of Advertising Revenue
$ ____________.
The Total Minimum Annual Guarantee of Advertising Revenue for the Fourth Year
is ____________________________ Dollars and ____________ Cents.

**Fifth Year:**
Annual ______ % of Net Advertising Revenue or Minimum Annual Guarantee of Advertising Revenue
$ ____________.
The Total Minimum Annual Guarantee of Advertising Revenue for the Fifth Year
is ____________________________ Dollars and ____________ Cents.

Receipt of Amendment (if any)

1. ____________________________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  ______________  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The undersigned of this form as Offeror, upon receipt of contract acceptance hereby agrees to furnish the above items to the PDRTA in accordance with all the instructions that have been carefully reviewed and examined by the Offeror. The Offeror has submitted this proposal with the understanding that the acceptance in writing by the PDRTA of this offer to furnish the services described herein shall constitute a contract between the Offeror and the PDRTA which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with the terms and conditions as set forth in the Invitation for Bid.

______________________________           ________________________________
Signature                                                                 Company

______________________________
Date