OFFERORS CHECKLIST FOR REQUEST FOR PROPOSAL

Solicitation Number: 0913-01

Solicitation Description: Legal Services

Solicitation Opening Date and Time: 3:00 PM on September 10, 2013

THE FOLLOWING MUST BE RETURNED IN A PROPOSAL PACKAGE

☐ Signed solicitation - Proposal shall be submitted with one original and 3 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.pdrt.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.
Return Proposal No Later Than 3:00 PM September 10, 2013
Proposal Opening will be at 3:00 PM September 10, 2013

Mail via US Postal Service, UPS/FedEx, etc/Hand Carry To:
Sandy Garris- Office/Purchasing manager
Pee Dee Regional Transportation Authority
313 S. Stadium Road
Florence, SC  29506

Description: Legal Services for Pee Dee Regional Transportation Authority

Maximum Contract Period: One year with an option to renew up to 4 years not to exceed 5 years total. No reimbursement will be made for any costs incurred prior to a formal notice to proceed.

By signing this proposal, I certify that we will comply with 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 RFP and the accepted proposal for award will serve as the contract.

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

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ACCEPTED BY PEE DEE REGIONAL TRANSPORTATION AUTHORITY (Representative’s Signature)

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PART I - GENERAL INFORMATION

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

B. Proposal must be in the official name of the firm or individual under which business is conducted (showing official business address) 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 September 10, 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. All questions, request for information or requests for clarification must be submitted in writing and received by 10:00 AM on August 22, 2013. 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 sgarris@pdrtा.org

Mail via US Post, Fedex, UPS and etc to the following address:
Sandy Garris
Pee Dee Regional Transportation Authority
313 S. Stadium Road
Florence, SC 29506

The Award Statement will be posted in the lobby of PDRTA’s Administrative Office at 313 S. Stadium Road, Florence, SC 29506 and www.pdrtा.org on September 20, 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

It is the intent of PDRTA to solicit proposals from qualified legal firms or consultants for the purpose of providing sound counsel, advice, research, and such other duties as directed by and necessary for the staff and Board of Directors of the PDRTA so that it may ethically and legally carry out its statutory and legal responsibilities.

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 three copies marked "Proposal-RFP# 0913-01 Legal Services” and one cost proposal for each appendix, sealed in a separate cover marked, “RFP# 0913-01-Cost Proposal” See Appendix- A (Bid Sheet) and attached Federal Clauses and Certifications. The Bid Sheet attached must be used.
Overview of the Transit System
The Pee Dee Regional Transportation Authority is a public transit system servicing three (3) counties in north and eastern South Carolina. These counties are Marion, Darlington and Florence. The PDRTA became an Authority in 1976 and has since provided uninterrupted service.

PDRTA’s 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 Mullins-Marion-Myrtle Beach.

Hours and Days of Service
PDRTA currently operates from 6am-6pm with operational staff working from 5:30am-7pm M-F. Commuter service to Myrtle Beach operates from 6am-6pm to accommodate primarily hospitality industry workers on various shifts. The Myrtle Beach Routes from Lake City and Marion operate 364 days a year with Christmas being the one day with no service. 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 and the normal Saturday route is performed. PDRTA operates fixed routes in both Lake City and Darlington SC. LakeTran in Lake City operates from 7am-5pm Monday-Friday and the DART in Darlington operates 7am-4pm Monday-Friday.

PDRTA offers Complementary Para-Transit for ADA persons not able to access the Fixed Route System in Florence and who lives within ¾ mile from a fixed route. Those interested in this service must complete an application that will be evaluated by a committee for approval or denial. The fare for this service is $3.00 each way in the City of Florence.

PART VI – SCOPE OF WORK
Pee Dee Regional Transportation Authority is seeking to secure the services of an established Law Firm to represent the (PDRTA) in any litigation, prepare and file documents and pleadings and to provide such other professional services as are normally associated with the operation of a transit environment.

1.0 General Information: The consultant shall act as General Counsel to the Pee Dee Regional Transportation Authority staff and Board of Directors. General Counsel will provide advice and interpretation of municipal corporation law as it applies to PDRTA. Such information may involve federal laws as well as state and local statutes and ordinances.

2.0 Typical Duties shall include, but are not limited to, the following:
   a. Provide general legal advice;
   b. Represent the Authority in litigation;
   c. Represent the Authority before administrative agencies (i.e. worker compensation board, EEOC, etc.);
   d. Represent the Authority in matters with federal, state, and/or local governments and/or agencies;
   e. Maintain a knowledge of issues facing PDRTA and be prepared to offer legal opinions;
   f. Prepare, review, consult, and approve contracts as needed;
   g. Review and approve legislative documents with regard to Board of Directors actions;
   h. Participate and recommend appropriate purchasing actions (as needed) with regard to Procurement;
   i. Assist the Authority in the federal, state, and local grant process when requested;
   j. Work with other assigned Authority counsel as required; and
   k. Attend work sessions and meetings with Board and staff when requested.

3.0 Specific Duties shall include, but are not limited to, the following:
   a. Attend meetings of the PDRTA Board of Directors as needed;
   b. Assist/advise the Executive Director on Parliamentarian matters;
   c. Report to and receive assignments from the Executive Director;
   d. Review contracts, reports, proposals, FOIA requests, etc. and advise the Executive Director on legal issues and/or as to legal form;
e. The Chair or Vice Chair of the Board of Directors may also contact the General Counsel with his or her own inquiries, and Counsel is authorized to respond to those inquiries as well; and  
f. Represent the Board of Directors in developing/negotiating the employment contract with the Executive Director or his representative

4.0 **Other Duties** shall include, but are not limited to, the following:
   a. Annually review the federal certifications and assurances with the Executive Director or his designee;  
   b. Provide prompt response to inquiries by the Board Chair;  
   c. Establish reasonable completion dates for assignments and be accountable for adherence to such dates;  
   d. Time spent by administrative staff on copying, faxing, mailing, etc. should not be billed at the attorney rate but at an appropriate administrative rate only;  
   e. Time spent by an associate and/or paralegals should not be billed at the senior attorney rate but at an appropriate associate rate only; and  
   f. Provide the PDRTA’s accounting department with billing broken down by assignment or department.

5.0 **Other Legal Counsel:** Pee Dee Regional Transportation Authority reserves the right, on a specific case basis, to use alternate counsel.

6.0 **Conflicts of Interest:** The selected firm or individual will be required to declare that it will represent PDRTA to the exclusion of all other clients having potential conflicts of interests with PDRTA.

7.0 **Contractor Relationship:**
   a. The selected firm or individual is and shall be at all times during the term of this agreement an independent contractor and not an employee of PDRTA and shall not be entitled to any of the usual benefits incident to employment with PDRTA.  
   b. Any and all employees of the selected firm, while engaged in the performance of any work or service required by selected firm under this agreement, shall be considered employees of the selected firm only and not of PDRTA. Therefore, any and all claims that may or might arise under the Workers’ Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the selected firm’s employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the selected firm.  
   c. The selected firm shall not engage, on a full or part-time basis, or other basis, during the contract period, any professional or technical personnel who are, or have been at any time during the period of this agreement, in the employment of PDRTA, except regularly retired employees, without written consent of PDRTA.

8.0 **Desired Qualifications**
   a. Substantial knowledge and experience in the interpretation of state laws as they relate to municipal corporations, municipalities, and South Carolina transit agencies (in particular, the South Carolina Code of Laws, Title 58 – Public Utilities, Services, and Carriers, Chapter 25: Regional Transportation Authorities);  
   b. Substantial knowledge and experience in the interpretation of federal laws as they relate to the United States Department of Transportation, Federal Transit Administration;  
   c. Knowledge of Roberts Rules of Order as it relates to Parliamentary duties at public meetings;  
   d. Substantial experience in working with agencies and public boards with multi-million dollar annual budgets;  
   e. Experience in all aspects of contract and procurement law;  
   f. Knowledge of funding and grants administration regulations of the South Carolina Department of Transportation and the Federal Transit Administration; and  
   g. Member in good standing of the South Carolina Bar
### VIII–TIMELINE

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<td>Request for Proposal Issued</td>
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<tr>
<td>August 8, 2013</td>
<td>South Carolina Business Opportunities (SCBO) advertisement</td>
</tr>
<tr>
<td>August 22, 2013</td>
<td>Questions submitted by fax or electronic mail to Sandy Garris, PDRTA</td>
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<tr>
<td>August 29, 2013</td>
<td>All questions will be answered by Sandy Garris, PDRTA</td>
</tr>
<tr>
<td>Sept. 10, 2013</td>
<td>Request for Proposal due at PDRTA, 3:00 P.M.</td>
</tr>
<tr>
<td>Sept. 20, 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.pdrtao.org">www.pdrtao.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 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. Statement of Incorporation, Partnership or Proprietorship of Proposer, including the names and titles of all officers, partners or principals of the proposer.

**Section 4:** The individual to be assigned overall responsibility for the project shall be identified. In addition to be 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 8 ½” by 11” paper;
5. Include 1 signed original and 3 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.

| Qualifications and Experience of the Firm (such as demonstrated knowledge of state laws relating to municipal corporations and public transportation benefit areas, experience in working with agencies of a similar size as PDRTA, knowledge of federal laws and grant regulations of FTA and SCDOT, Roberts Rules of Order and other types of services offered by the firm, and response time to requests for assistance) | 35% |
| Qualifications and Experience of members of the Firm assigned to work with PDRTA Board and staff | 30% |
| Cost Proposal | 25% |
| References | 10% |
| **Total** | **100%** |

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 attached; and
6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

PART XIV—GENERAL CONDITIONS

1. **FORCE 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 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.

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 in advance 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. The contractor is responsible to insure that any subcontractor complies with all terms of the contractual agreement.

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. **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.

4. **AMENDMENTS:** 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. 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.
5. **ORAL PRESENTATIONS OR INTERVIEWS:** Offerors may be requested to make oral presentations of their proposals to the Pee Dee Regional Transportation Authority. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding. In addition, interviews with selected responsible firms may be scheduled. Each firm may be expected to make a formal presentation on the content of its proposal and its ability to under take the required work.

6. **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.

7. **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.

8. **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 Pee Dee Regional Transportation Authority will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

9. **SUBMITTING CONFIDENTIAL INFORMATION** (August 2002): An overview is available at [www.state.sc.us/mmo/legal/foia.htm](http://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 contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do
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, 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 to 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.)

10. **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 entirety this proposal if it is in the best interest of the Pee Dee Regional Transportation Authority to do so.

11. **RIGHT TO PROTEST:** Any offeror desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, Pee Dee Regional Transportation Authority, P.O. Box 2071,313 S. Stadium Road, Florence, SC 29503.

12. **COST:** Cost submitted with proposal shall be firm for a period of at least 90 days from the closing date. Any rate increase shall not exceed 2 percent per year, negotiated and set forth in writing and signed by both parties.

13. **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.

14. **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.

15. **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.

16. **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 therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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 year with an option to renew 4 additional years no more than 5 years from the award date (reference termination clauses in RFP). 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 PDRTA will reimburse the Provider on the following basis:

1. The provider will furnish monthly reimbursement invoices to the PDRTA. These invoices will specify the service actually provided and will request payment based upon the established rate of service: Outside Vendors paid by Provider to an outside vendor will be invoiced to PDRTA the following month and a copy of the invoice provided. PDRTA payments are based on Net 30.

Please indicate the amount indicated below for services:

Team Leader and Shareholder
Senior Associate
Associate
Paralegals
Mileage (Travel other than to local office in Florence)
Copies (Copies made on client matters by the law firm)

Receipt of Amendment (if any)

1. ____________________________________________
   Authorized Signature

2. ____________________________________________
   Authorized Signature

Receipt of Federal Clauses and Certifications (attached): __________________________________________
   Authorized Signature

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