

# OFFERORS CHECKLIST FOR INVITATION FOR BIDS

**Solicitation Number: 0514-03**

**Solicitation Description: Auto Glass Replacement**

**Solicitation Opening Date and Time: 3:00 PM on May 28, 2014**

## **THE FOLLOWING MUST BE RETURNED IN A BID PACKAGE**

- Signed solicitation -Make sure only one bid per envelope and IFB number and description of IFB is showing on front of the envelope.
- Signed amendment (if any)- It is the responsibility of the offeror to check website ([www.pdrta.org](http://www.pdrta.org)) for any amendments.
- The bid package must be delivered by the time and date on the solicitation. Make sure to review the timeline in the IFB.
- Three references and Bidder's SC License Number( if applicable) - The bid must also include a minimum of three (3) references for whom similar work as defined in the Scope of Work has been completed. This list should include names, addresses and telephone numbers.
- Signed Federal Transit Administration (FTA) clauses & certifications-if applicable.
- Signed Bid (cost) sheet.



**BID INVITATION # 0514-03**

**SEALED BIDS WILL BE RECEIVED UNTIL May 21, 2014 AT 3:00 PM** The bids will be opened in the PDRTA’s conference Room at 313 S. Stadium Road, Florence, SC 29506

Interested parties shall make arrangements for a site visit with PDRTA by calling the Purchasing Manager, Sandy Garris at 843-665-2227 ext 109

BIDS BY U.S. MAIL, HAND CARRIED, UPS, FEDEX or ETC. TO:

Pee Dee Regional Transportation Authority  
Procurement Department  
313 S. Stadium Road  
Florence, SC 29506  
Telephone no. (843) 665-2227 Ext. 109

**PUBLICLY OPENED**

**BID TITLE: Auto Glass Replacement**

**MAILING DATE:** \_\_\_\_\_ **DIRECT INQUIRIES TO:** [sgarris@pdrta.org](mailto:sgarris@pdrta.org)

**VENDOR NAME:** \_\_\_\_\_ **REQUEST NO. IFB# 0514-02**

**VENDOR MAILING ADDRESS** \_\_\_\_\_ **FEDERAL I.D. OR SOCIAL SECURITY NUMBER** \_\_\_\_\_

**CITY – STATE – ZIP** \_\_\_\_\_

**AREA CODE** \_\_\_\_\_ **TELEPHONE NUMBER** \_\_\_\_\_ **AUTHORIZED SIGNATURE (MANUAL)** \_\_\_\_\_

**I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR & WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE (TYPED)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

**IMPORTANT**

**DISCUSSIONS/NEGOTIATIONS**

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, vendor shall not discuss this procurement with any party except members of the PDRTA’s procurement office or other parties designated in this solicitation. Vendor shall not attempt to discuss with or negotiate with the end user any aspects of the procurement with prior approval of the procurement officer responsible for the procurement.

**BID ACCEPTANCE AND DELIVERY STATEMENT**

In compliance with the invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within **30 days** from date of opening to furnish any or all items/services quoted at prices set forth and make delivery **beginning July 1, 2014** after receipt of order with all transportation costs included and prepaid.

## **TABLE OF CONTENTS**

Part I	Instructions to Bidders
Part II	General Provisions
Part III	General Conditions
Part IV	General Instructions
Part V	Terms and Conditions – Special
Part VI	Special Provisions
Part VII	Timeline
Part VIII	Scope of Work
APPENDIX A	Bid (Cost) Sheet
Attachment	Federal Clauses and Federal Certifications

## **PART I-INSTRUCTIONS TO BIDDERS**

1. One copy of bid invitation is required. All bids must be sealed.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be by the regulations in SC Consolidated Procurement Code.
3. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
4. Submit your signed bid on this form. Show bid number on envelope as instructed. The PDRTA assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. **DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.** If directing any other correspondence, address the envelope to the procurement officer but **DO NOT** include the bid number on this envelope since it does not include your bid.

## **PART II - GENERAL PROVISIONS**

1. The PDRTA reserves the right to reject any and all bids and to cancel the solicitation.
2. **PAYMENT TERMS:** Unit prices will govern over extended prices unless otherwise stated in the bid invitation. Payment terms will be net 30 after services are performed.
3. **BIDDERS QUALIFICATION:** Bidders must furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The PDRTA reserves the right to make final determination as to the bidder's ability to provide the products or services requested herein. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
4. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the procurement office. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing. If it becomes necessary to revise any part of the IFB, an amendment will be provided to all eligible bidders. The solicitation may be amended at any time prior to opening. All actual and prospective bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment before closing the IFB.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope of work and restrictions under the conditions of this bid and it is expected this may require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the IFB and is most advantageous to PDRTA. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in this invitation for bid. Ambiguous bids which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or otherwise disregarded. All notices of Awards or notice of Intent to Award will be posted in the lobby

of the Administrative Office at 313 S. Stadium Road, Florence, SC 29506 unless stated otherwise in this solicitation.

7. **REJECTION:** The PDRTA reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the PDRTA. This solicitation does not commit the PDRTA to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services.
8. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the PDRTA procurement office in writing within fifteen (15) days of the date of issue. The solicitation may or may not be changed but a review of such notification will be made prior to award.
9. **WAIVER:** The PDRTA reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in the regulations of the SC Consolidate Procurement Code.
10. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order:
  - A. The bidding schedule,
  - B. General provisions and general conditions,
  - C. Instruction to bidders,
  - D. Special provisions or special conditions of the contract whether incorporated by reference or otherwise, and
  - E. The specifications.
11. **CORRECTIONS OR ERRORS ON THIS BID FORM:** 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. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
12. **BIDDING CONDITION OF PRICE:** Bid price must be fixed for the term of the contract, except the PDRTA shall be advised of, and receive the benefit of, any price decrease. The Contractor must agree to provide written price reduction information within ten (10) days of its effective date.
13. **TERM/OPTION TO EXTEND:** The period of the contract will be July 1, 2014 to June 30, 2015 with an option to extend up to 4 additional years not to exceed 5 years.
14. **PRICE ADJUSTMENT BASED ON CONTRACTORS COST:** Any request for price increase must be submitted to the PDRTA's purchasing office at least ninety (60) days prior to the automatic renewal date. (Price increases will only become effective if approved in writing by the PDRTA's Purchasing office after negotiations). .
15. **LETTERS OF RECOMMENDATION:** The bid must also include a minimum of three (3) references for which similar work as defined in the Scope of Work has been completed. This list should include names, addresses and telephone numbers.

### **PART III-GENERAL CONDITIONS**

1. **DEFAULT:** In case of default by the Contractor, the PDRTA reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge as been satisfied.
2. **NON-APPROPRIATIONS:** Any contract entered into by the PDRTA resulting from this bid invitation shall be subject to cancellation without damages of further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after Award of this contract shall be directed to: PDRTA, Attn: Sandy Garris, 313 S. Stadium Road, Florence, SC 29506 or via email ([sgarris@pdrta.org](mailto:sgarris@pdrta.org)). The IFB, Federal Clauses and Certifications and the vendor's response will serve as the contract.
4. **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 government in either its sovereign or contractual capacity, fire, 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 default of a 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.
5. **SAVE HARMLESS:** (This general condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the PDRTA and its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the PDRTA if such patent trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the PDRTA.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
7. **QUALITY OF PRODUCTS:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in the bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in the SC Consolidate Procurement Code and Regulations, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five (5) days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

8. **TAX CREDIT AVAILABILITY:** Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact the office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina (803-734-0562).
9. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the state.
10. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the PDRTA's procurement office providing a thirty (30) day advance notice in writing is given to the Contractor.
  - A. **TERMINATION FOR CONVENIENCE:** In the event that this contract is terminated or cancelled upon request and for the convenience of the PDRTA without the required thirty (30) days advance written notice, then the PDRTA may negotiate reasonable termination costs, if applicable.
  - B. **TERMINATION FOR CAUSE:** Termination by the PDRTA 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 in this bid shall apply (see general conditions #1).

The performance of work under the Agreement may be terminated by the PDRTA, in accordance with this clause, in whole or in part, in writing, whenever the PDRTA shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

The PDRTA has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

The PDRTA may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed and accepted by the PDRTA through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontractors and material purchase orders shall not expose the PDRTA to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the PDRTA's election to terminate this contract in whole or in part for its convenience.

11. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the PDRTA's procurement office.
12. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and

concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

13. **ITEM SUBSTITUTION:** This general condition does not apply to solicitations for printing or service requirements. No substitutions will be allowed on purchase orders issued by the agency without permission of the PDRTA's procurement office.
14. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
15. **PURCHASES FROM OTHER SOURCES:** (This general condition does not apply to solicitations for printing or service requirements). The PDRTA reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
16. **INDEMNIFICATION:** The PDRTA, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
17. **OTHER INFORMATION:** State and Federal funds received by PDRTA will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including Civil Rights, Disadvantaged Business Enterprises (DBE), Drug Free Workplace and other applicable assurance provisions. The PDRTA's overall goal for DBE participation is 2%. A separate contract goal has not been established for this procurement. In addition, the contract must be in compliance with Federal, State, and Local requirements applicable to such contract.

#### **PART IV - GENERAL INSTRUCTIONS**

1. **RECEIPT AND DEADLINE OF PROPOSAL:** State law requires that a copy of the bid be submitted no later than the date and time specified in the Invitation for Bid. Bidders mailing bids should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any bid received after the scheduled opening date and time will be immediately disqualified in accordance with the SC Consolidated Procurement Code and Regulations.
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.
3. **QUESTIONS FROM BIDDERS:** Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than **10:00 A.M. May 12, 2014 (refer to the timeline on page 11)** prior to opening unless otherwise stated on the cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Bidders. PDRTA seeks to permit maximum practicable competition. Bidders are urged to advise the Procurement



Officer as soon as possible regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

4. **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 PDRTA'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.
5. **RESPONSIVENESS / IMPROPER OFFERS:** (January 2006) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation responsiveness. Any offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the PDRTA cannot be determined. Bidders 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.
  - A. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.
  - B. Unbalanced Bidding. The PDRTA may reject any bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the 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.
6. **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 every page, or portion thereof, with the word "CONFIDENTIAL", 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 every page, or portion thereof, with the words "TRADE SECRET", 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 every page, or portion thereof, with the word "PROTECTED" 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 non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror:

- A. Agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not

limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",

- B. 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
- C. 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.)

- 7. **RIGHT TO PROTEST**: Any Offeror desiring to exercise rights under the (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, PDRTA, 313 S. Stadium Road, Florence, SC 29506
- 8. **COST**: Cost submitted with bid shall be firm for a period of at least 90 days from the closing date.
- 9. **UNSUCCESSFUL BIDDERS**: Bidders not awarded a contract under this solicitation, may request return of their bids 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.
- 10. **DISCUSSION WITH RESPONSIVE BIDDERS**: Discussions may be conducted with responsive bidders who submit bids for the purpose of clarification to assure full understanding of the requirements of the request for bids. All bidders, whose bids, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.
- 11. **PAYMENT FOR GOODS & SERVICES**: Payment for goods and services received by the State shall be processed in accordance with PDRTA's Finance Policy.
- 12. **TAXES**: The PDRTA 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. Do not include any taxes in the bid price shown that the PDRTA may be required to pay. Federal taxes where applicable shall be eliminated.
- 13. **ASSIGNMENT**: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
- 14. **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.
- 15. **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. The Contractor must agree to provide written price reduction information within ten (10) days of its effective date.

16. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE**: Any contract resulting from this solicitation shall consist of the following documents:
- A. A Record of Negotiations, if any, executed by you and the Procurement Officer
  - B. Documentation regarding the clarification of an offer, if applicable,
  - C. The solicitation, as amended,
  - D. Modifications, if any, to your offer, if accepted by the Procurement Officer,
  - E. Your offer,
  - F. Any statement reflecting the PDRTA's final acceptance (a/k/a "award"), and
  - G. 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. The terms and conditions of documents A through G above, shall apply notwithstanding any additional or different terms and conditions in either a purchase order or other instrument submitted by the PDRTA or 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. 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 V - TERMS AND CONDITIONS –SPECIAL**

1. **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.
2. **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.
3. **SHIPPING / RISK OF LOSS F.O.B., freight prepaid**. Destination is the PDRTA, 313 S. Stadium Road, Florence, SC 29506. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the department. Any claim for loss or damage shall be between the Contractor and the carriers.

#### **PART VI -SPECIAL PROVISIONS**

1. The purpose of this bid invitation is to establish a source of supply for the purchase of an annual contract for the AUTO GLASS REPLACEMENT for Pee Dee Regional Transportation Authority's .
2. In an effort to provide an equal opportunity for all qualified vendors **please contact Sandy Garris, Purchasing Manager, at 843-665-2227 ext. 109 or [sgarris@pdrta.org](mailto:sgarris@pdrta.org) to discuss or set up an appointment to critique the project and discuss general requirements.**
3. An agency contract will be awarded by the PDRTA's Procurement Office for the period indicated and in accordance with the provisions and conditions of this solicitation. Award will be made to one bidder.

4. Bid prices must include any environmental charges and/or incidental cost.

**SEE SCOPE OF WORK, ATTACHED FEDERAL CLAUSES AND CERTIFICATIONS and APPENDIX A (Bid sheet – This form must be used).**

**PART VII -TIMELINE**

Below is the schedule for accepting and choosing bids:

<b>Date</b>	<b>Task</b>
4/29/14	Request For Bid Issued
5/1/14	South Carolina Business Opportunities (SCBO) advertisement
5/12/14	Questions submitted by fax or electronic mail to Sandy Garris, PDRTA, 10:00 A.M.
5/15/14	All questions will be answered by Sandy Garris, PDRTA
5/28/14	Request For Bids Due at PDRTA, 3:00 PM
5/29/14	Statement to Award will be posted on the window in PDRTA’s lobby at the Administrative Office, 313 S. Stadium Road, Florence, SC 29506 and <a href="http://www.pdrta.org">www.pdrta.org</a> .

**PART VIII – SCOPE OF WORK**

1.0 **DETAILED SPECIFICATIONS AND REQUIREMENTS**

- 1.1 The contractor shall be capable of performing repairs and installing automotive window glass, and removing for all types of automotive glass, to include but not limited to: Automotive Cars, Trucks, Vans, Trolleys and Buses.
- 1.2 Contractor shall be required to perform repairs to glass hardware: window motors, window regulators, vent window hinges, repairs of stone chips and cracks in windshields, and to provide other typical installation hardware.
- 1.3 All glass and replacement parts (provided by the contractor) must meet or exceed O. E. M. specifications and shall match the item being replaced. No seconds or flawed materials shall be acceptable. Any installation should use methods and materials which retain original structural integrity and retention characteristics. **All glass shall meet or exceed Highway Safety Standards as governed by National Transportation Motor Vehicle Safety Standards.**
- 1.4 The contractor will be required to perform repairs at Pee Dee Regional Transportation Authority 313 S. Stadium Road, Florence, SC 29506 or upon occasion at the Lake City, Darlington and Marion designated parking areas. On rare occasions, special appointments may be required from the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. Work may also be performed at the contractor’s place of business.
- 1.5 Labor cost should include clean up of all broken glass, clean up of door panels, and the affected repair areas. The safe disposal of glass and materials are the responsibility of the contractor.

- 1.6 Window tinting may be required to match the existing tint. Installation of new window tinting may be required on new vehicles.
- 1.7 Contractor shall invoice the Pee Dee Regional Transportation Authority for work as completed. The invoice shall reflect the make, model and year of vehicle, vehicle number, description of work, date, mileage of vehicle and price. All invoices must be signed for to confirm work was performed.
- 1.8 The Pee Dee Regional Transportation Authority has the option to inspect the original copies of contractor's "COST" invoice, whenever it is deemed to be in the PDRTA's best interest.

## 2. BIDDER'S RATES

- 2.0 Work will be done on a Time and Materials basis at prices indicated on the Bid response sheet provided herein.
- 2.1 A written estimate will be required for all repair work and should be approved by the PDRTA's Maintenance Manager before the contractor proceeds with the work. The invoice shall not exceed the written estimate without prior approval from the PDRTA's Maintenance Manager or his designated representative.
- 2.2 If necessary to make repairs, additional materials such as new molding, gasket, weatherstrip, adhesives, epoxy or new rivets, labor for liner and labor for sun visor replacement should be included in the estimate.

## 3. VEHICLE TURN-AROUND TIME

- 3.0 Time frames shall be within the guidelines listed below unless prior approval is given by the Maintenance Manager, this procedure also applies to warranty claims:

Work or repairs requested shall be performed within twenty-four (24) to forty-eight (48) hours after notice of repair. Repairs typically will be scheduled by the Maintenance personnel at the main garage in Florence, SC.

- 3.1 Special appointment times may be scheduled to repair glass as noted above in 1.4.

## 4. TYPICAL FLEET VEHICLES

Vehicle type listed are currently in the PDRTA's fleet, and shall be used as an example for the types of vehicles which may require glass replacements or repairs during the course of the contract. PDRTA has approximately 38 vehicles. The vehicles are listed on Appendix A.

## 5. WARRANTY

All replacements and repairs will be warranted by the Contractor for a one (1) year period, with unlimited mileage from the date of the delivery to the Fleet Garage. If a failure develops during the warranty period, the Contractor is responsible for repairs at no cost to the Pee Dee Regional Transportation Authority.

## 6. TOOLS/EQUIPMENT

Contractor shall have proper tools, gauges, equipment, and vehicles to successfully perform work as required. Contractor may be called upon to diagnose a problem we are experiencing with a vehicle. Contractor must be capable and experienced to properly make repairs and diagnose problems. All equipment necessary to perform work under this contract which requires certification with the State of South Carolina, shall be current.

7. HIDDEN DAMAGES

When hidden damages are discovered after repairs have commenced, the Contractor must advise the PDRTA's Maintenance Manager, or his designated representative of the extent of the hidden damage and provide a written estimate of additional repairs needed. The PDRTA Maintenance Manager and the Contractor will review the estimate and agree that it is complete and reasonable prior to the Contractor proceeding with the requested repairs.

1. EXAMPLES OF VEHICLES:





**APPENDIX A – BID SHEET FOR IFB #0514-03  
 BIDDER MUST BID ALL ITEMS & USE THIS BID SHEET:**

In compliance with Invitation for Bid Number 0509-03 and subject to the conditions therein the undersigned offers and agrees to furnish replacement of auto glass for the Pee Dee Regional Transportation Authority’s vehicles: **BID PRICE SHALL NOT INCLUDE SALES TAX – UPON REQUEST PDRTA WILL SUPPLY THEIR TAX EXEMPTION FORM.**

---

**\*\*\*\*\* The items marked with the asterisks require CUTTING AND MEASURING**

<u>VEHICLE TYPE:</u>	<u>COST</u>
• (2) <u>2004 Chevy Pick up Trucks</u>	
Windshield Replacement	_____
Door Glass Replacement	_____
Rear Window Replacement	_____
• (1) <u>2004 Ford Taurus</u>	
Windshield Replacement	_____
Door Glass Replacement	_____
Rear Window Replacement	_____
• (2) <u>2005 Dodge Caravans</u>	
Windshield Replacement	_____
Door Glass Replacement	_____
Rear Window Replacement	_____
Side Glass Replacement	_____
• (3) <u>2007 31 Passenger Thomas Buses</u>	
Windshield Replacement	_____
Door Glass Replacement	_____
Rear Window Replacement	_____
Side Glass Replacement	_____
Entrance Door Replacement *****	_____
• (2) <u>2008 Chevy Uplanders</u>	
Windshield Replacement	_____
Door Glass Replacement	_____
Rear Window Replacement	_____
Side Glass Replacement	_____
• (3) <u>2009 37 Passenger Thomas Buses</u>	
Windshield Replacement	_____
Door Glass Replacement	_____
Rear Window Replacement	_____
Side Glass Replacement	_____
Entrance Door Replacement*****	_____



- (3) 2009 44 Passenger Thomas Buses  
 Windshield Replacement \_\_\_\_\_  
 Door Glass Replacement \_\_\_\_\_  
 Rear Window Replacement \_\_\_\_\_  
 Side Glass Replacement \_\_\_\_\_  
 Entrance Door Replacement \*\*\*\*\* \_\_\_\_\_
  
- (1) 2010 Ford F-150 Pickup Truck  
 Windshield Replacement \_\_\_\_\_  
 Door Glass Replacement \_\_\_\_\_  
 Rear Window Replacement \_\_\_\_\_
  
- (8) 2010 Chevy 14 Passenger Cutaways  
 Windshield Replacement \_\_\_\_\_  
 Door Glass Replacement \_\_\_\_\_  
 Rear Window Replacement \_\_\_\_\_  
 Side Glass Replacement \_\_\_\_\_  
 Entrance Door Replacement \*\*\*\*\* \_\_\_\_\_
  
- (4) 2010 Chevy 20 Passenger Cutaways  
 Windshield Replacement \_\_\_\_\_  
 Door Glass Replacement \_\_\_\_\_  
 Rear Window Replacement \_\_\_\_\_  
 Side Glass Replacement \_\_\_\_\_  
 Entrance Door Replacement \*\*\*\*\* \_\_\_\_\_
  
- (1) 2010 44 Passenger Thomas Buses  
 Windshield Replacement \_\_\_\_\_  
 Door Glass Replacement \_\_\_\_\_  
 Rear Window Replacement \_\_\_\_\_  
 Side Glass Replacement \_\_\_\_\_  
 Entrance Door Replacement \*\*\*\*\* \_\_\_\_\_
  
- (5) 2010 28 Passenger Thomas Buses  
 Windshield Replacement \_\_\_\_\_  
 Door Glass Replacement \_\_\_\_\_  
 Rear Window Replacement \_\_\_\_\_  
 Side Glass Replacement \_\_\_\_\_  
 Entrance Door Replacement \*\*\*\*\* \_\_\_\_\_
  
- (1) 2011 Ford Escape  
 Windshield Replacement \_\_\_\_\_  
 Door Glass Replacement \_\_\_\_\_  
 Rear Window Replacement \_\_\_\_\_

(2) 2011 Trolleys (requires cutting and measuring)\*\*\*\*\*

- Windshield Replacement \_\_\_\_\_
- Door Glass Replacement \_\_\_\_\_
- Rear Window Replacement \_\_\_\_\_
- Side Glass Replacement \_\_\_\_\_
- Entrance Door Replacement \_\_\_\_\_

• (1) 2011 40 Passenger Thomas Buses

- Windshield Replacement \_\_\_\_\_
- Door Glass Replacement \_\_\_\_\_
- Rear Window Replacement \_\_\_\_\_
- Side Glass Replacement \_\_\_\_\_
- Entrance Door Replacement \*\*\*\*\* \_\_\_\_\_

**COMMENTS:**

---



---



---



---

Receipt of Amendment (if any) - Please check [www.pdrta.org](http://www.pdrta.org) to make sure you have all amendments.

1. \_\_\_\_\_  
Authorized Signature

2. \_\_\_\_\_  
Authorized Signature

3. \_\_\_\_\_  
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