OFFERORS CHECKLIST FOR REQUEST FOR BIDS

Solicitation Number: 1418-02

Solicitation Description: Transfer Center Automated Gates & Fencing

Solicitation Opening Date and Time: April 23, 2018

THE FOLLOWING MUST BE RETURNED IN PROPOSAL PACKAGE

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

☐ Signed amendment (if any)- It is the responsibility of the offeror to check website (www.pdrtaweb.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, Bidder’s SC License Number - 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.

☐ Insurance Certificate naming Pee Dee Regional Transportation Authority as an additional insured if work is done on PDRTA’s premises.
I.MPORTANT 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 within 60 days after receipt of order with all transportation costs included and prepaid.
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A. PDRTA AND CONTRACTING OFFICER

Request for Proposals (RFP) No: PDRTA 1418-02

The Pee Dee Regional Transportation Authority
313 S. Stadium Rd., Florence, SC 29506

Contracting Officer: Tavorous Collins, Purchasing Agent

Telephone No.: (843)-519-0885  Fax No.: (843) 665-7552
Email: tcollins@pdrta.org  www.pdrta.org

B. SCOPE

PDRTA requests proposals for the installation, labor and materials to install electrical service, gates, hardware and perimeter fencing in accordance with all local, state and federal codes.

C. SOLICITATION SCHEDULE

The following is the solicitation schedule for Offerors:

Ad for SCBO  April 23, 2018

Pre-proposal Conference  April 30, 2018 11:00AM

All Technical Questions and Requests for Approved Equal  May 4, 2018 11:00AM

PDRTA Response to Questions and Requests For Approved Equal

Proposal Due Date  May 17, 2018 3:00PM

Contract Intent to Award  May 21, 2018

*All meetings shall be held at PDRTA, 313 S. Stadium Rd. Florence, SC 29506 unless otherwise indicated.
D. **PRE-PROPOSAL**

1. A pre-proposal conference will be held by the PDRTA at 313 S. Stadium Rd. Florence SC 29506, on April 30, 2018 @ 11:00 AM. Telephone attendance is optional with prior arrangements.

2. Prospective Offerors must submit written questions to Tavorous Collins, Purchasing Agent by May 4, 2018 11:00 AM. Prospective Offerors are reminded that any changes to the RFP will be by written addenda only and nothing stated at the pre-proposal conference shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the PDRTA.

3. **OFFEROR COMMUNICATIONS AND REQUESTS**
   a) All correspondence, communication and/or contact in regard to any aspect of this solicitation or Offers shall be with the Contracting Officer identified in “PDRTA and Contracting Officer” above, or his/her designated representative. Offerors and their representatives shall not make any contact with or communicate with any members of the PDRTA, or its employees and consultants, other than the Contracting Officer in regard to any aspect of this solicitation or Offers.

   b) At any time during this procurement up to the time specified in “Solicitation Schedule”, Offerors may request, in writing, a clarification or interpretation of any aspect of the RFP or any addenda to the RFP. Such written requests shall be made to the Contracting Officer and may be transmitted by email. The Offeror making the request shall be responsible for its proper delivery to the PDRTA per “PDRTA and Contracting Officer” on the form provided in “Request for Clarification” (Section IX Attachments to the Solicitation). The PDRTA will not respond to verbal requests except those made at the pre-proposal conference, which shall be tentative responses. Any verbal response at a pre-proposal conference that is not confirmed by an addendum shall not be official or binding on the PDRTA. Any responses to such written requests shall be provided by PDRTA in the form of addenda only. Only written responses provided as addenda shall be official and all other
forms of communication with any officer, employee or agent of the PDRTA shall not be binding on the PDRTA.

c) If it should appear to a prospective Offeror that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or PDRTA law, ordinance, rule, regulation, or other standard or requirement, then the Offeror shall submit a written request for clarification to the PDRTA within the time period specified above.

4. ADDENDA TO RFP

a) The PDRTA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. Prospective Offerors, or their agents, shall be responsible for ensuring that they have received all addenda. Notification of any addendum will be emailed to all prospective Offerors officially known to have received the RFP to the email address provided by each prospective Offeror. Failure of any prospective Offeror to receive the notification or addendum shall not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective Offerors shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may, at the PDRTA’s sole option, may disqualify the proposal.

b) If PDRTA determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that PDRTA determines will allow Offerors sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

5. CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS
a) Proposals stating conditions, exceptions, reservations or understandings (hereinafter “deviations”) relating to the RFP may be rejected. Offerors may propose alternates either within one overall proposal or by submitting more than one proposal.

6. SOUTH CAROLINA STATE BUSINESS ENTERPRISES

a) It is the policy of the State of South Carolina to maximize opportunities for the participation of State of South Carolina disadvantaged business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

b) Information on the availability of South Carolina State subcontractors and suppliers is available from:

c) http://www.scdot.org/doing/businessDevelop_SCUnified.aspx

II. INSTRUCTIONS TO OFFERORS

B. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS. CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE. AMENDMENT means a document issued to supplement the original solicitation Mandatory for all solicitations. This clause should be the first substantive clause in Part II.A. Table of Clauses (JUN 2015) 3 Clause # Text Guidance on Use document. BOARD means the South Carolina Budget & Control Board or its successor in interest. BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)] CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)] CONTRACT See clause entitled Contract Documents & Order of Precedence. CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)] CONTRACTOR means the Offeror receiving an award as a result of this solicitation. COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page. OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer. OFFEROR means the single legal entity submitting the offer. The term Bidder is
used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract. PAGE TWO means the second page of the original solicitation, which is labeled Page Two. PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice. YOU and YOUR means Offeror. SOLICITATION means this document, including all its parts, attachments, and any Amendments. STATE means the Using Governmental Unit(s) identified on the Cover Page. SUBCONTRACTOR means any person you contract with to perform or provide any part of the work. US or WE means the using governmental unit. USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Term Contract,” the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Term Contract.” WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.pdta.org (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged

AUTHORIZED AGENT (All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract

AWARD NOTIFICATION Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

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

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory (1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror’s principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term “principals” means the person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that (i) Offeror and/or any of its Principals (A) Are not presently debarred, suspended, proposed for debarment, or declared Mandatory for all solicitations. (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity. (2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary,
division, or business segment, and similar positions). (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror’s responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.


**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**DEADLINE FOR SUBMISSION OF OFFER** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body’s mail room which services that purchasing office prior to the opening.

**DRUG FREE WORK PLACE CERTIFICATION** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation.
Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention. See clause entitled “Questions from Offerors.”

ETHICS CERTIFICATE By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

IRAN DIVESTMENT ACT - CERTIFICATION (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the procurement version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

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

PROTESTS Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled “Protest-CPO”.
PROHIBITED COMMUNICATIONS AND DONATIONS  Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.

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

QUESTIONS FROM OFFERORS  (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is 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. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled “Duty to Inquire.” We will not identify you in our answer to your question. (b) The Authority seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

RESPONSIVENESS/IMPROPER OFFERS  (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency
resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)] (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070]. (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. (f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

SIGNING YOUR OFFER  Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

STATE OFFICE CLOSINGS  If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/planandprepare/disasters/severe-winter-weather.

SUBMITTING CONFIDENTIAL INFORMATION  (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET"
every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the 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, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the 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 Pee Dee Regional Transportation Authority, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING A PAPER OFFER OR MODIFICATION Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled “ON-LINE BIDDING INSTRUCTIONS.” Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for
an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor’s Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

VENDOR REGISTRATION MANDATORY You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm)

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

B. Special Instructions

CONFERENCE – PRE-BID/PROPOSAL Pre-Bid/Proposal Conference Date and Time: April 30, 2018. Location of Pre-Bid/Proposal Conference: 313 S. Stadium Rd Florence SC 29506. Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State
assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**CLARIFICATION** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

**OPENING PROPOSALS -- INFORMATION NOT DIVULGED** In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)]

**PRE-PROPOSAL OPENING PROTESTS.** If an Offeror can demonstrate that the Contract Documents issued by PDRTA are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the Offeror may seek a review by the Chief Executive Officer or his appointed representative, at 313 S. Stadium Rd., Florence SC, 29506. Protests shall be clearly identified as Protests and submitted in writing as early as possible, but no later than five business days before proposal opening. Within ten business days after receipt of a pre-proposal protest, the appointed representative shall make one of the determinations listed in the paragraph entitled Rulings on Protests.

**POST-PROPOSAL OPENING PROTESTS.** A protest to the acceptance or rejection of any or of all offers or bids to a contract, or to the award thereof, or to any such action proposed or intended by PDRTA must be received in writing by the Executive Director no later than five business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he/she protests.

In the event the protester alleges that the Executive Director or the representative appointed by the Executive Director to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the PDRTA’s Protest Committee shall serve as the Decision-Maker.

**RULINGS ON PROTESTS.** Within ten business days, the Protest Committee shall render one of the following determinations:
(a) Protest is overruled.
(b) Protest is substantiated. Protest Committee shall issue instructions to remedy issues relating to the protest.
(c) Procurement activity is suspended until written notification by the Executive Director.

The determination shall be in writing and shall provide at a minimum a general response to each material issue raised in the protest. All documents submitted by the Protester and/or PDRTA staff and reviewed by the Protest Committee in the reaching of a determination shall form and be retained by PDRTA as the formal record of the dispute resolution process.
The issuance of the foregoing determination is PDRTA’s final decision of the dispute. All interested parties shall be notified of any protests that are filed. PDRTA shall refrain from awarding a contract within five business days of the date of a decision rendered by the Protest Committee regarding a protest, unless PDRTA determines that:

(a) The items to be procured are urgently required.
(b) Delivery or performance will be unduly delayed by failure to make a prompt award.
(c) Failure to make a prompt award will otherwise cause undue harm to PDRTA or the federal government.

PROTESTER’S APPEAL TO FEDERAL OR STATE AGENCIES. In the event that PDRTA fails to have written protest procedures or fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protester may seek a review by the appropriate funding agency.

Protesters shall file such a protest not later than five (5) business days after a final decision is rendered under PDRTA’s protest procedure. In instances where the protester alleges that PDRTA failed to make a final determination on the protest, protesters shall file a protest with the appropriate agency not later than five (5) business days after the protester knew or should have known of PDRTA’s failure to render a final determination on the protest.

SITE VISIT - BY APPOINTMENT Appointment for a site visit may be made by contacting: Tavorous Collins (843)519-0885 or Don Strickland (843)519-0893

III. SCOPE OF WORK/SPECIFICATIONS

PDRTA TRANSIT CENTER 2018

1. GENERAL REQUIREMENTS: The work consists of providing all labor, materials and equipment as required to install perimeter fencing to enclose property, three (3) cantilevered gates, two (2) single swing gates and two (2) Pedestrian Walk-Thru Gates located at the Pee Dee Regional Transportation Authority Transit Center located at 228 W. Darlington Street in Florence, S.C. 29501.

2. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK: Upon acceptance the contractor shall commence work no later than Twenty-One
(21) days after notice to proceed and work diligently to complete the entire work ready for use by Forty-Five (45) working days after contract award. Work must be completed in a fashion that allows PDRTA to secure the property from 7:00 PM until 6:00 AM Monday-Friday.

3. REFERENCES:

1. Underwriters Laboratory Gate Operator Requirements (UL 325). See 3.02 C. Automated/operated vehicular gates are not to be used for pedestrian traffic. Separate pedestrian gates must be provided if pedestrian traffic is expected. Pedestrians should not enter and exit through automated vehicular gates.

2. ASTM F 2200 – Standard Specification for Automated Vehicular Gate Construction. See 2.01 C.

3. ASTM F 1184 Standard Specification for Industrial and Commercial Horizontal Slide Gates, Type II, Class 2. See 3.02 B.

4. American Welding Society AWS D1.2 Structural Welding Code. See 2.01 D and 2.03 D.

4. SCOPE OF WORK:

Provide all labor and materials to install electrical service, gates, hardware and perimeter fencing in accordance with all local, state and federal codes. Fencing Material shall be 4 rail 7’ tall commercial grade black aluminum. (***Please also provide price for 3 rail 7’ tall ornamental steel with aluminum constructed gates)

Provide all labor and materials necessary to install and test equipment. In accomplishing satisfactory replacement the following requirements will be met:

1. Install (2) new 48” wide x 7’ High pedestrian walk gate and new hardware. Gates will not be automated but should be secured with a keyed locking device or combination lock. Gates should have electric strike dead latch and self closing hinges. Gates should be able to be locked/secured in the open position.

2. Manufacture, install, align, adjust and conduct operational testing on three (3) cantilevered drive gates having (3) independent Slide-Drive Gate Openers with all necessary hardware. Testing should be conducted until the gates and openers are both functioning properly.
3. Manufacture, install, align, adjust and conduct operational testing on two (2) 16 foot single swing drive gates and two (2) Swing Gate Pad Mounted Operators/Openers (Minimum 1 H.P) with all necessary hardware. Gate posts shall be a minimum of 6”. Testing should be conducted until the gates and openers are both functioning properly.

4. The operators will be used at a very low frequency. A typical day will be opening the gates in the early morning and closing them once at the end of the business day. Gates will not continuously open with traffic but should be constructed to increase frequency if needed.

5. Support Post(s) will be required for each gate.

6. If required by manufacturer, each opener will need to be secured on a raised concrete pad that meets manufacturer specifications and there are no existing pads on property. All gates and openers are to be installed on existing concrete. If required, contractor shall pour five (5) concrete pads in total.

7. Five (5) Automatic exit sensors shall be installed in the drive way, five (5) exterior entry key pad combinations with goose neck stands shall be installed with control switches inside the office of the same property.

8. A visor-remote and/or key-fob shall be supplied for the gate operators. They should be programmable. 8 remotes and 8 key-fobs shall be supplied. These will be in addition to the key pad entry with code.

9. Gates/Opener should include sensors to stop gates from closing when not clear.

10. All electrical connections shall be completed and installed by the contractor in conduit. All electrical shall be vandal resistant. Electrical will consist of safety loops, free exit loops, photo eyes and wiring for key pads that will be mounted on goose neck stands at each gate. Contractor shall include in their proposal a separate price for all electrical work. The electrical work must be completed by a licensed electrical contractor with proper permitting from the City of Florence in place. After receiving proposals and awarding the contract for fencing PDRTA reserves the right to subcontract the licensed electrician to perform the electrical work. The winning contractor will need to provide gate-opener locations and specifications for the electrical contractor to complete the stub-outs/wiring.
11. The new gates to be installed will go across the driveways and provide access for the buses to enter and exit our facility. The gate openings are approximately one (1) 20’ (Cantilevered), (2) 16’ (Cantilevered), two (2) 16’ (Single Swing Gates), two (2) 4’ (Walk Gates).

12. All additional fencing on property shall be 7’ tall, and constructed of commercial grade aluminum with (4) 2” horizontal rails, minimum of 1” square tubing pickets, 2.5” line/corner/end posts and 4” gate posts. (**Please also provide price for 3 rail 7’ tall ornamental steel with aluminum constructed gates**)

13. Install Thirty Four (34) 6”x52” Schedule 40 Bollard Posts to protect keypads and gates. Price should include yellow bollard sleeves and core drilling.

14. Four (4) Fire Access Boxes shall be installed with key switches. Two (2) on the 16’ single swing gates, one (1) on the 20’ cantilevered and one (1) on the 16’ cantilevered entrance gate.

15. Gates should have a keyed release that would allow gates to be opened upon power outage.

16. The exiting sensor is to be fully functional for the exit side of the gates, and the main gate operating station shall be installed and functional from inside of the office building. The authority will need to be able to close and open gates from inside the office. Open/close switches that operates openers is what the agency desires. The agency would like a wireless option for opening/closing gates from other locations as a potential add-on. Please include a separate price for the wireless option.

17. Contractor must provide manufacturers manuals

18. SITE VISIT AND CONTACT: All bidders should visit the site to verify any/all quantities during the pre-bid conference. If bidders are not able to make the pre-bid conference they may be able make arrangements for a site visit with PDRTA by calling the Purchasing Agent, Tavorous Collins at 843-519-0885 or Don Strickland at 843-519-0893. Site visits will be limited to PDRTA staff availability so we encourage bidders to attend the pre-bid conference.

19. CONDITIONS AFFECTING THE WORK: The Offeror should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, the general and local
conditions which can affect the cost of the work thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

20. AFTER AWARD OF THE CONTRACT: The contractor must immediately notify PDRTA of his intended start date. The work shall be done in accordance with the specification.

21. WORKMANSHIP: All work shall be accomplished with the best standard practices, and by workmen thoroughly experienced in the required trades. The work shall be supervised by experienced personnel and shall be satisfactory to PDRTA.

   a) PERMITS: The contractor shall without additional expense to PDRTA, obtain all appointments, licenses, and permits required for the prosecution of the work. The contractor shall comply with all applicable federal, state and local laws.

   b) CLEAN UP: All trash and debris shall be removed from the site daily. The job site shall be left in a clean and neat manner.

   c) WORK OUTSIDE REGULAR HOURS: If the contractor desires to carry on work on Saturday, Sunday, holidays or outside PDRTA regular office hours, (0700-1800 Monday-Fridays) he/she may submit a request in writing to PDRTA for approval consideration. The contractor shall allow ample time to enable satisfactory arrangements to be made by PDRTA for inspecting the work in progress. Steps to limit the disturbance of the PDRTA’s standard routine should be taken and agreed upon by both contractor and PDRTA prior to accomplishing any work.

   d) UPON COMPLETION OF WORK: Contact the PDRTA to arrange for inspection/acceptance of work.

   e) IDENTIFICATION OF CONTRACTOR PERSONNEL AND VEHICLES: The contractor shall provide a detailed list of all employees including sub-contractors to PDRTA three (3) days prior to commencing work.

   f) SAFETY REQUIREMENTS: The contractor shall conform to all state and local safety requirements. The contractor and his employees shall become familiar with and obey all local regulations including fire, traffic, and security regulations. There will be no
smoking in PDRTA Buildings. No underage visitors authorized onsite. Employees and suppliers only, no dependants, minors or anyone else not directly associated with the ongoing work.
All content and images below are just for reference. PDRTA does not require a name brand or certain fence manufacturer in this solicitation.

7' (4) rail panels requested

MATERIALS DESCRIPTION
1. 2" 14GA SQUARE FRAME
2. 1" 16GA SQUARE TUBING PICKET
3. 2" RAIL MOUNTING BRACKET

NOTES:
1. DESIGN AND SPECIFICATIONS SUBJECT TO CHANGE BY MANUFACTURER.
2. POSTS AND FOOTINGS - AS REQUIRED BY SITE CONDITIONS AND LOCAL CODES.
All content and images below are just for reference. PDRTA does not require a name brand or certain fence manufacturer in this solicitation.

(1) 20’ Cantilevered Gate Requested
All content and images below are just for reference. PDRTA does not require a name brand or certain fence manufacturer in this solicitation.

Two (2) 16’ Opening Swing/Single Drive Gates Requested
All content and images below are just for reference. PDRTA does not require a name brand or certain fence manufacturer in this solicitation

(2) Walk Gates Requested

MATERIALS DESCRIPTION

1. 2" 14GA SQUARE FRAME
2. 1" 16GA SQUARE TUBING PICKET
3. GATE HINGES (MALE AND FEMALE)
4. LATCH STRIKER & RECEIVER

NOTES:
1. DESIGN AND SPECIFICATIONS SUBJECT TO CHANGE BY MANUFACTURER.
2. POSTS AND FOOTINGS - AS REQUIRED BY SITE CONDITIONS AND LOCAL CODES.
3. GATE HARDWARE SOLD SEPARATELY.

MERCHANTS METALS

SECURE WELDPLUS GATE - LAFAYETTE
2 TO 4 RAILS

4' TO 8' HIGH x 4' TO 8' WIDE
(Nom Dimension)

COMPLIANCE

MSG

AUG 5 2013

DESIGN

AS NOTED
The 6500 series operators are designed to operate vehicular swing gates in residential, commercial and industrial applications for both single and bi-parting gates. The unique design of this operator allows for easy access to the electronics and mechanical areas of the operator without ever having to remove the gate arm. This simplifies installation and maintenance. The electronic magnetic limits will never wear out or break and they are easily adjusted. The solid steel frame and belt driven gear box make this operator one of the quietest on the market today.

**Features:**

- Adjustable, no maintenance magnetic limits.
- Overlap feature for bi-parting swing gate operation.
- Simple connection for secondary operator in bi-parting applications.
- Selectable shadow/reverse loop function.
- Magnetic lock power provided.
- Ports for plug-in loop detectors.
- Three 115 VAC convenience outlets.
- Gate tracker reporting output.
- Programming switches.
- Built-in reset switch.
- Built-in power On/Off switch.

**Specifications:**

- Maximum gate width 18-ft. 22-ft. (1 HP).
- Maximum gate weight 700 pounds* 800 pounds* (1 HP). (*Assumes gate swings level and is in good condition with properly adjusted hardware. Other external factors may affect the performance of the gate operator.)
- Swings gate 90 degrees in approximately 12-14 seconds.
- 1 HP continuous-duty motor.
- 115, 230*, 460* VAC. (*230 and 460 volt units use a step-down power transformer to achieve 115 volt operating voltage.)
- Class I, II, III and IV applications.
- Compliant with UL 325 and 991. ETL Listed. *(Note: To be compliant with UL 325 and industry safety guidelines, additional Type B1 and/or Type B2 entrapment prevention devices are required to be installed with this gate operator. Your professional DKS system installer can provide you with more details on these devices and on current industry safety standards.)*
- Dimensions: 18.38"W x 31.63"H x 23.25"D

**Options:**

Primary / secondary connection cable (secondary operator is shipped with 50-feet of cable).

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All content and images below are just for reference. PDRTA does not require a name brand or certain fence manufacturer in this solicitation.

*PDRTA Requests (8) Swing Gate Openers and (1) Rolling/Cantilevered Opener*
Plug-in loop detectors.
Heater kit for cold environments.
Surge suppressors.
Uphill arm pivot assembly and torsion rod assembly

**Features:**
- Steel frame provides strength and quiet operation
- “T-Handle” release is easily accessible from front of operator
- Operator re-connects automatically when handle is released
- Adjustable partial open limit
- Direct driven limit nuts for precise gate control
- Auto-close timer 1-30 seconds
- Ports for plug-in open and reverse loop detectors – DKS detectors only
- Selectable loop/reverse input function; stop or reverse
- Anti-tailgating feature helps to control un-authorized traffic
- Standard normally closed stop circuit
- Gate Tracker reporting output provides operator data to DKS access control system
- Convenience outlets for accessory transformers
- Built-in power switch and alarm reset switch
- Simple bi-parting gate interface

**Specifications:**
Maximum gate width 35-ft.

**1 HP Operators:**
Maximum gate weight 1500 pounds*
115, 208 3°, 230 3°
Primary operator’s only - no secondary operators available in 1 HP version.

*assumes gate is on level ground, in good condition with properly adjusted hardware.

Class I, II, III and IV applications.
Compliant with UL 325 and 991, ETL Listed. (Note: To be compliant with UL 325 and industry safety guidelines, additional Type B1 and/or Type B2 entrapment prevention devices are required to be installed with this gate operator. Your professional DKS system installer can provide you with more details on these devices and on current industry safety standards.)

Dimensions: 18.375"W x 31.675"H x 23.25"D

**Options:**
Plug-in loop detectors.
Heater kit for cold environments.
Secondary entrapment prevention devices.
Bi-parting gate connection cable.
Gate operator control stations
Postal and Fire Dept lock boxes
Surge suppressors, time clocks, traffic signal.

Below is the Aerial View of the site location for Fencing. All gate work will be completed on existing concrete. The section of fence along the south and west of the property will be beyond the concrete. Any questions can be asked and exact footage can be obtained at the Pre-Proposal Meeting On-Site.
IV. INFORMATION FOR OFFERORS TO SUBMIT

MINORITY PARTICIPATION Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No If so, please list the certifying governmental entity: _________________________ Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? ____________ Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [ ] No If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? ____________ If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified: [ ] Traditional minority [ ] Traditional minority, but female [ ] Women (Caucasian females) [ ] Hispanic minorities [ ] DOT referral (Traditional minority) [ ] DOT referral (Caucasian female) [ ] Temporary certification [ ] SBA 8 (a) certification referral [ ] Other minorities (Native American, Asian, etc.) (If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: http://www.govoepp.state.sc.us/osmba/

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information
is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.”

**QUALIFICATIONS – REQUIRED INFORMATION** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

**VI. 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 the State.

The following are the complete criteria, listed by their relative degree of importance, by which proposals from responsible Offerors will be evaluated and ranked for the purposes of determining the competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the “Form for Proposal Deviation” (Section 1.1.6.12) which do not cause PDRTA to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.
The criteria are listed by their relative order of importance. Sub-criteria are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise.

The following criteria will be used in evaluating the proposal:

- **Technical Proposal** – The Offeror’s compliance with the Technical Specification and the content of the Technical Proposal. (15 points maximum)

- **Price** – The Price Proposal presented to PDRTA (50 points maximum)

- **Warranty** – The initial warranty offering presented to PDRTA. (10 points maximum)

- **Experience** - ability to perform the prospective contract successfully. (25 points maximum)

- **Offeror’s Past Performance** – The degree to which the Offeror has worked with procuring agencies with regard to fencing projects, adherence schedules, resolution of warranty issues and and defects. The PDRTA will utilize the client reference (1.1.3.2.1), as well as past history. (10 points maximum)

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

**DISCUSSIONS AND NEGOTIATIONS – OPTIONAL** Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for
proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

**EVALUATION FACTORS – PROPOSALS** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

**VII. TERMS AND CONDITIONS**

**A. GENERAL**

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or notation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. 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.

DISCOUNT FOR PROMPT PAYMENT (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
DISPUTES (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government’s sovereign immunity or the Government’s immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term “Agreement” means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS According to the S.C. Code of Laws Section 16-13-240, “a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty” of a crime.

FIXED PRICING REQUIRED Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor’s price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney’s fees to anyone for any reason.
NOTICE (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient’s device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer’s address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT & INTEREST (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on “Page Two.” (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor’s exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (“an amount not to exceed fifteen percent each year”), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.
PUBLICITY Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

SURVIVAL OF OBLIGATIONS The Parties’ rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State’s obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor’s net income or assets shall be the sole responsibility of the contractor.
THIRD PARTY BENEFICIARY This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third Mandatory. Include this clause unless the State intends that a direct beneficiary of the contractor’s performance can sue the contractor to either enforce the contract or recover for breach. (A very, very rare occurrence!) The Table of Clauses (JUN 2015) 37 Clause # Text Guidance on Use party beneficiary or otherwise.

WAIVER The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State’s rights under this Contract. Any waiver must be in writing.

DEFAULT (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to: (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State’s right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure. (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. (d) If the
failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest. (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor’s rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor’s rights under the Disputes clause. (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

ILLEGAL IMMIGRATION (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who
knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections
required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

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.

PRICE ADJUSTMENTS (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed): (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the Contract or subsequently agreed upon; (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or, (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is years, months, days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.
TERMINATION FOR CONVENIENCE – SHORT FORM

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

TERMINATION FOR CONVENIENCE

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (2) Contractor’s Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor’s right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed
supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor’s
failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state’s right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

WARRANTY – ONE YEAR Contractor warrants all items acquired shall conform to all contractor’s representations, the requirements of this contract, and all published documentation.

VIII. PRICE-BUSINESS PROPOSAL

BUSINESS PROPOSAL Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations: (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget? (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks? (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing? (e) Performance Incentives -- Are there opportunities for performance-based incentives? (f) Financing Options -- Are there alternative financing options available to the State?
IX. ATTACHMENTS TO SOLICITATION

Request for Clarification, Exception or Approved Equal
ALL REQUESTS FOR APPROVED EQUALS MUST BE RECEIVED
BY May 4, 2018 11:00am

Bid Document Section:

Section Title:

Nature of Request:

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If the vendor is seeking concurrence with an approved equal, please submit supporting documentation (such as product specifications) and/or samples to support your contention that the requested equal meets or exceeds the specification minimum requirement.

Signed:

PDRTA Response

Approved: _____ Denied: _____

Explanation:

Signed: ________________________________
ACKNOWLEDGMENT OF ADDENDUM
The following form shall be completed and included in the proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA - PDRTA RFP 1418-01

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. __________________, Dated____________________
Addendum No. __________________, Dated____________________
Addendum No. __________________, Dated____________________
Addendum No. __________________, Dated____________________
Addendum No. __________________, Dated____________________

Offeror: ________________________________
Name

______________________________
Street Address

______________________________
City, State, Zip

______________________________
Authorized Signature

______________________________
Title

______________________________
Phone