

	<b>Richland County School District One</b>  <b>INVITATION TO BID</b>	<b>Solicitation Number</b> <b>Date Issued</b> <b>Procurement Officer</b> <b>Phone</b> <b>E-mail Address</b>	88-10-0996 September 25, 2009 Stacy Gregg 803-231-7039 sgregg@richlandone.org
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DESCRIPTION: Sale of Surplus Vehicles

*The Term "Offer" Means Your "Bid" or "Proposal"*

SUBMIT OFFER BY (Opening Date/Time): October 8, 2009 @ 3:00 p.m.

NUMBER OF COPIES TO BE SUBMITTED: 1

QUESTIONS MUST BE RECEIVED BY: September 30, 2009

**Offers must be submitted in a sealed package. Solicitation Number and Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

**Procurement Services**  
**201 Park Street**  
**Room 209**  
**Columbia, S. C. 29201**

<b>CONFERENCE TYPE: Available for Inspection</b> <b>DATE / TIME: October 5 – 8, 2009 from 9:00 a.m. – 2:30 p.m.</b>  As appropriate, see "Conference – Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> <b>RCSD1 Vehicle Services</b> <b>220 Wayne Street</b> <b>Columbia, SC 29201</b>
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<b>AWARD &amp; AMENDMENTS</b>	This solicitation, any amendments and award, will be posted at the following web address: <a href="http://www.richlandone.org/procurement">www.richlandone.org/procurement</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date

<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)	<b>OFFEROR'S TYPE OF ENTITY:</b> (Select one) <input type="checkbox"/> Small <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____  (See provision entitled "Signing Your Offer")
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)	
<b>TITLE</b> (Business Title of person signing above)	
<b>PRINTED NAME</b> (Printed name of person signing above)	

Instructions regarding Offeror's Name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or a division of a larger entity is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

<b>STATE OF INCORPORATION</b> (If Offeror is a corporation, identify the state of Incorporation.)
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<b>TAXPAYER IDENTIFICATION NO.</b> (See "Taxpayer Identification Number" provision)
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**PAGE TWO  
 (Return Page Two with your Offer)**

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Notice Address (check only one)

<b>ACKNOWLEDGEMENT OF AMENDMENTS</b>								
ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue.								
See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
See "Discount for Prompt Payment" clause				

PAGE TWO (Revision 3, 02/23/09) \*\*\*\*End of Page Two\*\*\*\*

**SOLICITATION OUTLINE**

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**I. SCOPE OF SOLICITATION**

SALE OF SURPLUS PROPERTY: The purpose of this solicitation is to sell surplus vehicles as identified here-in.

**II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

DEFINITIONS (JAN 2006): EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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.”

ORDERING ENTITY – Is Richland County School District One or “District”.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

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PROCUREMENT OFFICER – means the person, or designee identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

DISTRICT – means Richland County School District One.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION (JAN 2004): (a) This solicitation may be amended at any time prior to opening. All actual and prospective bidder's should monitor the following web site for the issuance of Amendments: [www.richlandone.org](http://www.richlandone.org) (Procurement Information) (b) Bidders 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.

AWARD NOTIFICATION (JUN 2004): Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this solicitation has a total or potential value in excess of fifty thousand dollars (\$50,000), such notice will be sent to all offerors responding to the solicitation and any award will not be effective until the sixteenth day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with Richland County School District One. 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 (JAN 2004): 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 AND DOLLARS (JAN 2004): 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 (MAY 2008): 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 that 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

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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 (JAN 2004):**

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the District or any local, state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or 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 the District or any federal, state, or local entity.

(2) "Principals," for the purpose 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), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**DISTRICT PROCUREMENT CODE (FEB 2007):** The District's Procurement Code, is available at: [www.richlandone.org](http://www.richlandone.org)

**COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006):** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF OFFER (JAN 2004):** Any offer received after the Procurement Officer or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the purchasing office prior to the bid opening.

**DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):** 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.

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**DUTY TO INQUIRE (JAN 2004):** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**ETHICS CERTIFICATE (JAN 2004):** By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

**OMIT TAXES FROM PRICE (JAN 2004):** Do not include any sales or use taxes in Your price that the District may be required to pay.

**PROTESTS (JUN 2006):** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this Code. A protest shall be in writing and submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

**PUBLIC OPENING (JAN 2004):** 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 (JAN 2004):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement 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 (JAN 2004):** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

**RESPONSIVENESS/IMPROPER OFFERS (JAN 2004):**

(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 non-responsive. 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 District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [Procurement Code, Section III.B.2.]

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

(e) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable

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doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the District Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with District employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any District employee, agent or official prior to award.***

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISTRICT OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to re-schedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to re-schedule the conference. Useful information may be available at: <http://www.richlandone.org>

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004): (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAXPAYER IDENTIFICATION NUMBER (JAN 2004): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United Districts and does not have an office or place of business or a fiscal paying agent in the United Districts; (ii) Offeror is an agency or instrumentality of a District or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): 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

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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. (Procurement Code III.B.2.g)

**II. INSTRUCTIONS TO OFFERORS - B. SPECIAL INSTRUCTIONS**

DISCUSSIONS WITH BIDDERS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

MAIL PICKUP (JAN 2006): The District Procurement Office picks up all mail from the U.S. Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

PROTEST – CPO – DISTRICT ADDRESS: (JUN 2006): Any protest must be addressed to the Chief Procurement Officer, and submitted in writing to Richland County School District One, 201 Park Street, Room 209, Columbia, SC 29201.

**III. SCOPE OF WORK / SPECIFICATIONS**

Not Applicable

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

**V. QUALIFICATIONS**

QUALIFICATION OF OFFEROR (JAN 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. (Procurement Code III. D)

**VI. AWARD CRITERIA**

AWARD CRITERIA – BIDS (JAN 2006): Award will be made by line item to the highest responsive and responsible bidder(s).

AWARD TO MULTIPLE OFFERORS (JAN 2006): Award may be made to more than one Offeror.

**VII. TERMS AND CONDITIONS - A. GENERAL**

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

CHOICE-OF-LAW (JAN 2006): 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 AND ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g. III.B.2.h, Discussions with Bidders or III.B.6.f, Discussions with Offerors, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these

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documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document contract, license, or other agreement containing contractual terms and conditions signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**DISPUTES (JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District'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 (JAN 2006):** 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.

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 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.

**NON-INDEMNIFICATION (JAN 2006):** Any term or condition is void to the extent it requires the District to indemnify anyone.

**NOTICE (JAN 2006):** (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 District 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.

**PUBLICITY (JAN 2006):** Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**SETOFF (JAN 2006):** The District shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS (JAN 2006):** 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 (JAN 2006):** 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 District, 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 District. It shall be solely the District'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 District to contractor, contractor shall be liable to the District for any loss (such as the

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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.

WAIVER (JAN 2006): The District 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 District's rights under this Contract. Any waiver must be in writing.

**VII. TERMS AND CONDITIONS - B. SPECIAL**

INSPECTION OF PROPERTY: Property may be seen and examined during working business hours from 9 a.m. to 2:30 p.m. October 5, 2009 through October 8, 2009. Vehicles are located in the District's Motor Pool: 220 Wayne Street; Columbia, SC 29201.

PAYMENT: Bidders awarded items are required to pay by bank check or money order made out to Richland County School District One. Cash and/or personal checks will not be accepted. Funds must be received by the District's Procurement Department before the vehicle is released. Awarded Bidders must present state issued photo identification at the time of transaction. All bid transactions are required to take place within ten (10) calendar days following written notice of award. If the transaction fails to be completed by the date stated, the award will be made to next highest bidder following the above procedures.

REMOVAL OF SURPLUS PROPERTY: Bidders awarded vehicles will be given title to the vehicle. Awarded Bidder must present proof of insurance, car title, and drivers license to motor pool attendant in order to remove vehicles from District property.

WARRANTY: Items for bid are being sold as-is and in their present condition. No warranty or liability is provided or assumed by Richland County School District One for any of the vehicles and equipment declared surplus and listed in this bid.

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

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**Start of Lot 1 (Item 1)**

Req.:		Description	Unit Price
1		1994 Chevrolet C2500 pickup truck, automatic transmission, AC, glass rack 156759 miles, VIN # 1GCFC24K4RE180236.	\$
2		1995 Chevrolet C3500 service body truck, automatic transmission, AC, 99082 miles, VIN # 1GBC34K4SZ217007.	\$
3		Lawn Genie, model LG 72, Serial #35693.	\$
4		LelyTurf Shaper, model 78, Serial #84052025.	\$
5		Fairfield Tractor Spreader, model 300, Serial #FTC-5668.	\$
6		1990 Case Tractor, model 485, Serial#17329828.	\$
7		1999 Volkswagon Passat, 4 door, VIN # WVWMA63B2XE293329. (Car may be inspected at Heyward Career Center; 3560 Lynhaven Drive 29204) <b>Minimum Bid \$900.00</b>	\$
<b>Description:</b> Provide Bid for the purchase of surplus property as identified here-in.			

**End of Lot 1 (Item 1)**

Bidder Name: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**IX. ATTACHMENTS TO SOLICITATION**

Not Applicable

**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES*  
Web site: [www.richlandone.org](http://www.richlandone.org)

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

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

**NOTE:** This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.