

INVITATION FOR BID

Solicitation Number: B2502

Description: Alternative/Supplemental Student Transportation with Special Needs

Date: July 3, 2024

SUBMIT QUESTIONS BY: July 9, 2024 by 2:00 PM

SUBMIT BID BY: June 17, 2024 by 2:00 PM

PROCUREMENT OFFICIAL CONTACT: Procurement Services
 Attention: Robin McNeal, CPPO, CPPB
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-1809
 Fax: 843-566-1972
 Email: robin_mcneal@charleston.k12.sc.us

Bids are to be submitted on the Bid Form provided; enclosed in a sealed envelope with the name and address of the bidder, and solicitation number with description, clearly marked on the envelope.

All BIDS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND AN AGREEMENT FOR THAT COMPANY

You must submit a signed copy of this form with your offer. By submitting, you agree to be bound by the terms of the Solicitation.		
Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted on or before **7/30/2024**. The award, this solicitation, and any amendments will be posted at the following website URL:
<https://www.ccsdschools.com/Page/432>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY:

Small Women Minority Business Enterprise or Entity (Please Check appropriate boxes)

- | | |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned | <input type="checkbox"/> Minority Owned Small Business Certified |
| <input type="checkbox"/> MBE – African American Owned | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> MBE – Hispanic Owned | <input type="checkbox"/> Small Business Certified |
| <input type="checkbox"/> Women Owned Small Business Certified | <input type="checkbox"/> Small Business Non-Certified |
| <input type="checkbox"/> Women Owned Small Business Non-Certified | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Owned Small Business Certified | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other _____ | |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

Solicitation Number:
B2502 Alternative /Supplemental Student Transportation with Special Needs

Proposals should be sent via United States Postal Service/hand delivered or courier service to:

Procurement Services
Attn: Robin McNeal
3999 Bridge View Drive
North Charleston, SC 29405

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1.0 SCHEDULE OF ACTIVITIES

EVENT	DATE
1. Issuance of Best Value Bid (BVB)	July 3, 2024
2. Question Submission	July 9, 2024 by 2:00 PM
3. BID SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	June 17, 2024 by 2:00 PM
4. Award (estimate)	July 30, 2024

2.0 SCOPE OF SOLICITATION

Charleston County School District is requesting proposals from qualified firms to provide supplemental transportation services at District locations per the requirements of this Invitation for Bid (IFB). This proposal aims to secure qualified vendor(s) that can provide supplemental transportation services on an as-needed basis.

This work includes furnishing all labor, materials, and equipment necessary to accomplish Student Transportation Services. This bid intends to establish a contract for a period of One (1) year, with the option to renew for two (2) additional one (1) year periods. A total of three (3) years.

Charleston County School District is the second-largest school system in South Carolina and represents a unique blend of urban, suburban, and rural schools spanning 1,300 square miles along the coast. CCSD serves approximately 49,000 students in 88 schools and specialized programs.

3.0 INSTRUCTIONS TO BIDDERS

A. General Instructions

Only one copy of the bid is required, unless specified elsewhere herein.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the bid during the contract period.

By submission of a bid, you are committing to supply the awarded system to every school where the system is needed for the duration of the contract. Allowable price differences are restricted to changes of quantity "n" devices as indicated below.

Tie bids will be resolved as outlined in the Charleston County School District Procurement Code.

Do not include any sales taxes in the bid price shown that the District may be required to pay. This procedure is necessary by S.C. Tax Commission Sales and Use Tax Regulation 117-174.95.

The District reserves the right to reject any and all bids and to cancel the solicitation.

Unit prices will govern over extended prices unless otherwise stated in bid.

Bid prices which include all handling, packing and transportation charges.

Delivery by the contractor to a common carrier does not constitute delivery to the District. Any claim for loss or damage shall be between the contractor and the carrier.

If items have brand name and/or model number, specify same in the bid.

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: <https://www.ccsdschools.com/Page/432>
- (b) Bidders shall acknowledge receipt of any Amendment to this solicitation
 - (1) By signing and returning the Amendment,
 - (2) By letter, or
 - (3) By submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. 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 the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH

THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. 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 Official 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.

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any purchase orders awarded as a result of this procurement are between the Vendor and the District. The Board is not a party to such purchase orders, unless and to the extent that the Board is a using District unit, and bears no liability for any party's losses arising out of or relating in any way to the purchase order.

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 ineligible for the award of contracts by a 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 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 purpose of this certification, means Officials; 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 Official 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 Official 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 Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE

The Charleston County School District Procurement Code is available at <https://www.ccsdschools.com/Page/257>

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, CCSD, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or 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 prior to the bid opening.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
10. **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.”
11. **Page Two** – means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **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
15. **You And Your** - means Offeror.

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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District’s attention.

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District’s General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District’s Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District’s Procurement Code, this solicitation and other District policy.

ETHICS ACT 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 8-13-790m (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 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NOTICES All contact should be directed to **Robin McNeal, Procurement Officer**. No company should contact District staff directly. All questions should be directed in writing to Debra Coen. Email robin_mcneal@charleston.k12.sc.us. Answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District 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's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule 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 reschedule the conference.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS 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 ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, 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 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. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. 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 Official, 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 District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the 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 Official.

(d) 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 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 Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act.

(a) After issuance of the solicitation, **you agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official.

(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 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 is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (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 District 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 District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

Do not mark your “Cost Proposal/Bidding Schedule” Confidential.

SUBMITTING YOUR OFFER OR MODIFICATION

- (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved 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) Each Offeror must submit the number of copies indicated on the Cover Page.
- (c) 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.
- (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.
- (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

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.

B. Special Instructions

DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

GOVERNING TERMS AND CONDITIONS: Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval
- Vendor increasing contract price without approval
- Misrepresentation of the contract to any District entity

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES CCSD may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY -- UNKNOWN The total quantity of purchases of any individual item on the contract is not known. CCSD does not guarantee that the CCSD will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

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

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his /her own expense, to repair or replace the same.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.
2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.
3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys’ fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor’s defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor’s use of materials furnished to the Contractor by an Indemnitee.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Type of Insurance

Workers Compensation, Applicable Federal and Employer’s Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer’s Liability	\$100,000 per accident \$500,000 disease, policy limit \$100,000 disease, each employee

Federal Liability Insurance including completed operations and product liability covers:

1. General Aggregate (Except Products – Complete Operations):	\$1,000,000
2. Products – Completed Operations Aggregate:	\$1,000,000
3. Personal and Advertising Injury (Per person/organization):	\$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
5. Fire Damage (Any one fire):	\$1,000,000
6. Medical Expense (Any one person):	\$1,000,000
7. Property Damage Liability Insurance will provide explosion, collapse and underground coverage where applicable.	
8. Excess Liability (Umbrella Form)	
a) General Aggregate:	\$2,000,000
b) Each occurrence (bodily injury and property damage)	\$1,000,000

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror's proposal has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB destination, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the RFP. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5. Qualifications.

PERFORMANCE AUDITS: The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

PRICES Prices under this contract are "not to exceed" prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the bid schedule certifies that the bid is accurate and binding and that all costs are shown and accurately reflects the total cost. All prices shall be stated in United States currency.

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.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICE CERTIFICATION: I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: “an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASE ORDER A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

PURCHASING CARD: Contractor agrees to accept payment by the Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY RELEASES Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

REJECTION: The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

RISK OF LOSS: The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION AND RIGHT TO AUDIT: Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director 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, Charleston County, State of South Carolina. Vendor 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.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, CCSD may evaluate your proposed Subcontractors.

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

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 CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contactor 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 CCSD to Contractor, Contractor shall be liable to CCSD 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.

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. It is Charleston County School District's intent to contract with the successful bidder by entering into a One (1) year agreement from the date of contract execution. An option to renew for four (4) additional one (1) year periods shall be provided if agreeable by both parties.

TERM OF CONTRACT – OPITION TO RENEW At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION: Subject to the conditions below, the District providing a (30) thirty-day advance notice in writing is given to the vendor may terminate the contract for any reason.

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT: In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

DUE TO MALICIOUS ACTS: In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

INSOLVENCY: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

TERMINATION BY CONTRACTOR: Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

WAIVERS The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

5.0 QUALIFICATION OF OFFEROR

Bids will be accepted from bidders who are regularly established in the business called for, and who, in the judgment of the district, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

Successful bidder or bidders is expected to self-perform all work. If subcontractors are necessary, they must be pre-approved by the Charleston County School District.

Preference will be given to the transportation company that can provide the most effective combination of services to support the needs of the agency, including:

- Management of the transportation program
- Routing strength
- Driver consistency
- Communications, with agency, District staff, and Parents (Contractor may be required to list hours of operation and response modes)
- Ambulatory transportation
- Wheelchair transportation
- Special needs transportation, including McKinney-Vento and 504 Needs (Contractor will be required to list experience in transporting students with special needs)

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of CCSD, 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. S.C. Code Section 11-35-1810.

The Contractor shall be from an established company providing similar solutions for a **minimum of three (3) years**.

QUALIFICATIONS -- REQUIRED INFORMATION: In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information) with bid or within 2 days of request by CCSD:

6.0 BASIS OF AWARD

AWARD CRITERIA – BIDS: Award will be made to the lowest responsible and responsive bidder(s)

AWARD TO MULTIPLE OFFEROR: Award will be made to multiple offeror.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

NEGOTIATIONS: The Procurement Official may elect to make an award without conducting negotiations.

7.0 SCOPE OF WORK/ SPECIFICATIONS

The Contractor is to provide supplemental student transportation services described herein during the term of this Agreement. In providing those services, it is agreed that the Contractor is operating as an independent contractor, subject only to the terms and conditions of this Agreement. All student transportation services provided by the Contractor hereunder shall comply with and be in accordance with all requirements of any applicable municipal, State, and Federal laws, ordinances, rules, and regulations and the terms and conditions of this Agreement.

This bid intends to establish a contract for a period of one (1) initial year, with the option to renew for four (4) additional one-year periods. The maximum contract period is 5 years.

The parties may negotiate rates following completion of the initial five (5) year contract term and each subsequent approved contract extension. Such rate negotiations shall be based on the documented success record of the Contractor. Any requests for rate changes must be received in writing (180) one hundred and eighty days before the contract anniversary date.

7.1 ALTERNATE TRANSPORTATION ROUTE IMPLEMENTATION REQUIREMENTS & STANDARDS

- 7.1.1 The District will be responsible for providing all pertinent student data to the Contractor for routing implementation purposes. The District shall provide final approval for all routes.
- 7.1.2 The routes will be scheduled to arrive no sooner than twenty-five (25) minutes and no later than ten (10) minutes before the start of classes at each school. Students will be scheduled to arrive no sooner than twenty (20) minutes and no later than five (5) minutes before the scheduled dismissal time at each school. District Bell Schedule **(Attachment E)**
- 7.1.3 The Contractor will process, and implement, all transportation requests and route changes within two (2) school days of being provided the student's transportation information for a special education student, and four (4) school days for an out-of-zone regular education student.
- 7.1.4 All standards may be altered at any time during the term of this Agreement at the sole discretion of the District.
- 7.1.5 The Contractor shall require drivers to adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustment or identify no-show stops will report such to the Contractor, who shall take appropriate action and report the same to the District within twenty-four hours. The District at all times retains the sole and exclusive right to approve all route changes.
- 7.1.6 The Contractor shall cooperate with and be generally available to the District to discuss routing and scheduling. The Contractor from time to time shall submit such other reports, analyses, and data as may be required by the District to ensure the integrity, reasonableness, efficiency, and effectiveness of the transportation services.
- 7.1.7 The District shall have the responsibility of altering, delaying, or canceling transportation service during inclement weather. The Contractor shall cooperate with and assist the District in any determination of whether transportation service should be canceled due to inclement weather. To this end, a specific person shall be designated by the Contractor, who shall remain available to the District for consultation daily. The Contractor agrees to abide by the decision of the District to operate services during inclement weather events.
- 7.1.8 Contractors must be flexible to accommodate fluctuations in routing promptly as determined by each agency. For alternative transportation, route changes are considerably more frequent than in regular education transportation due to frequent changes in designations and laws.

7.2 Legal Compliance & Insurance

- 7.2.1 Any insurance required by State or federal law or regulation. All insurance certificates shall contain thirty (30) days' notice of cancellation. The Contractor must obtain and furnish the District certificates for any sub-contractors subject to the above terms and conditions. All insurance policies and/or bonds will be written with insurance companies licensed to do business

in the State of South Carolina and subject to the approval of the District. Commercial general liability and automobile liability policies must list the District, its School Board, officers and/or officials, employees and volunteers, and the SC-DOE as additional insured.

- 7.2.2 The Contractor shall maintain all vehicles and equipment used to provide pupil transportation services in strict accordance with State and Federal specifications and District required standards for vehicles. Such equipment shall be maintained in good mechanical and operating order at all times. The vehicles shall be kept clean on the inside and the outside in a manner deemed acceptable to the District.
- 7.2.3 The Contractor shall immediately notify the District of every accident involving any of the vehicles utilized to provide services under this Agreement and shall furnish to the District a complete written report within three (3) days of occurrence. Such notification and reporting shall be of a form and content deemed acceptable by the District.
- 7.2.4 The Contractor shall provide weekly student ridership reports and mileage information to assist the District in complying with applicable policies, regulations, and procedures related to the services provided. In addition, the Contractor will provide reasonable assistance to the District to assist it in completing and filing necessary reports to governmental bodies.

7.3 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

- 7.3.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, School Board, officers and/or officials, employees, and volunteers, and the SC-DOE (hereinafter, the "indemnities") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and related costs arising out of, or resulting from the performance of transportation services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.
- 7.3.2 In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, or keep and save harmless the Indemnitees as herein provided.
- 7.3.3 The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, liquidated damages, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of these services by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) performance of the services, or (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.
- 7.3.4 The Contractor shall indemnify and hold harmless all of the Indemnities from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's indemnity or hold-harmless obligations under this contract.
- 7.3.5 The Contractor shall further indemnify and hold harmless the Indemnities from all suits or claims of any character brought because of infringing on any patent, trademark, or copyright. The contractor shall have no liability to the Indemnities if such patent, trademark, or copyright infringement or claim is based upon the Contractor's use of materials furnished to the

Contractor by an Indemnitee.

7.3.6 While performing services under this Agreement, the Contractor is considered an independent contractor.

7.4 VEHICLES AND EQUIPMENT

7.4.1 The Contractor may be required to provide appropriate compliant vehicles, equipment, and trained drivers to meet the needs of each specific trip.

7.4.2 All Contractor vehicles shall be equipped with Cameras and Automated Vehicle Location (AVL) technology. Unhindered access to this data shall be provided in a manner acceptable to the District. The Contractor shall have the required technology to enable the District and parents to utilize live tracking capabilities. All Contractor vehicles shall have distinct signage that indicates the Contractor title.

7.4.3 The Contractor may be required to provide age-appropriate child restraint equipment such as safety vests, booster chairs, and car seats. However, as enrollment/demand changes so might transportation equipment needs. Each agency cannot guarantee any quantity of service, students/customers, runs, routes, or vehicles.

7.4.4 The Contractor may be required to provide wheelchair-accessible vehicles as needed.

7.4.5 The Contractor will be required to provide a fleet inventory to the District.

7.5 CONTRACTOR PERSONNEL AND RESPONSIBILITIES

7.5.1 A Contractor organization chart identifying the quantity, duties, and responsibilities of Contractor personnel that will be employed to effectively implement and operate the District's supplemental transportation program shall be included.

7.5.2 The Contractor shall designate one regional contact at the corporate level with the designated authority to act on the Contractor's behalf concerning the contract, operations, and financial matters.

7.5.3 The recruiting, testing, training, hiring, re-training, discipline, legal compliance, enforcement, district policy compliance, supervision, and management of the Contractor's workforce is the sole and exclusive responsibility of the Contractor. The Contractor is responsible for being knowledgeable and informed as to all such matters, laws, regulations, policies, and practices.

7.5.4 The hiring, training, and employment of the Contractor's drivers and monitors/aides will comply with all federal, state, and local laws and District policies regarding pre-employment requirements. It is the Contractor's responsibility to ensure that all such laws and regulations are known and complied with.

7.5.5 The District may request at any time from the Contractor employee any operational documentation from the Contractor that confirms full compliance with the requirements of this Agreement.

7.5.6 The District may request that any Contractor employee be reevaluated by the Contractor and that a meeting be conducted to mutually evaluate that employee's performance. After such, the District has the right to require that the employee be removed from serving the District's transportation needs.

7.5.7 The Contractor shall employ a sufficient number of drivers, monitors/ aides, and support personnel to assure the District of continuous and reliable service. Continuous and reliable service is defined as performing every scheduled route every morning and afternoon, with each route commencing at the scheduled time. This requires the Contractor to employ sufficient staff to cover all transportation requests. In meeting this standard, the Contractor shall at all times maintain a pool of certified backup drivers to ensure this standard of performance is achieved.

- 7.5.8 The Contractor shall define a methodology for verification of on-time performance and monitoring overall trip performance. If the student/customer is not ready at the scheduled pick-up time, the Contractor is to wait a reasonable amount of time as approved by each participating agency and contact the family. If the student(s) are still not ready, the Contractor is to designate the pick-up as a no-show and go to the next location. The Contractor is to detail the current no-show procedure. If the agency or a parent has called the Contractor at least twenty-four (24) hours before pick-up time to cancel the ride, the Contractor is to designate it as a cancellation.
- 7.5.9 The Contractor shall not transport more than three (3) students/customers at one time in a sedan or five (5) in a fully compliant van unless otherwise agreed to by the participating department. All students/customers may require seat belts as well as age-appropriate child restraint equipment such as booster and/or car seats (as specified by the "District") for sedan and van transportation, as required by the participating department.
- 7.5.10 No unauthorized personnel or riders (i.e., Drivers' relatives or children) shall be allowed on any vehicles being used in the performance of this Agreement unless specific written authorization is provided by the District.
- 7.5.11 **Drug and Alcohol Testing:** The Contractor will be responsible for ensuring that service providers enroll their drivers in a drug and alcohol testing consortium that provides for pre-employment testing, as well as random, reasonable suspicion, and post-accident drug and alcohol testing. Each consortium reports to the Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.
- 7.5.12 **Background Checks:** The Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.
- 7.5.13 Upon request the Contractor shall provide documentation of driver background checks, motor vehicle history, and drug and alcohol testing reports to the District.

7.6 CONTRACTORS ACTIONS AND RESPONSIBILITIES

- 7.6.1 The Contractor must comply with the District's capacity guidelines. Vehicles used to transport physically disabled students may not transport more wheelchairs than the number of approved tie-down positions. The District may require the rescheduling of a route if the quantity and size of the students being transported results in a potentially hazardous situation. Routes may be changed to address discipline problems.
- 7.6.2 The Contractor shall ensure that proper notification and introduction of services are made before initiating any transportation services for students. Notification shall be made to parents/guardians and appropriate District personnel.
- 7.6.3 The Contractor shall ensure that Drivers shall not leave a vehicle unattended at any time when students are on board.
- 7.6.4 The Contractor shall ensure that Drivers, Monitors, and Aides shall report student misconduct occurring on a vehicle. Drivers, Monitors, and Aides shall be instructed and shall comply with the District's disciplinary policy for student misconduct and the procedure for reporting misconduct to the District. The District shall instruct students regarding the student conduct expectations.
- 7.6.5 The Contractor agrees that Drivers, Monitors, and Aides do not have the authority to refuse any transportation to any eligible student. Matters that may necessitate a withdrawal of eligibility for a student to ride a vehicle will be reported to the Contract Manager and resolved through the applicable school principal's office. Exception clause: If the driver deems that the student(s) pose a serious safety concern for the driver and/or other students on the route, then the driver should utilize their discretion and make immediate notification to their Dispatch/Supervisor. Upon receiving notification, the Contractor shall immediately notify the District.

- 7.6.6 The Contractor is responsible for ensuring that no students remain on any vehicle when it is parked at the end of the morning or afternoon shift. Any driver who violates this section shall be subject to termination.
- 7.6.7 The Contractor is responsible for ensuring that drivers are aware of students who are not allowed to be left unattended at a stop. The Contractor shall comply with the District's procedure concerning incidents when a responsible adult is not present to receive a student.
- 7.6.8 The Contractor to detail the methodology for monitoring and maintaining on-time/route performance. The contractor is to have a demonstrated-on-time performance standard. Failing to meet this on-time performance may subject the Contractor to liquidated damages.
- 7.6.9 The Contractor will staff its operation during the hours of 5:30 AM to 5:30 PM such that issues and requests from parents, building officials, or the District can be addressed in a timely manner. The Contractor will provide the District with a twenty-four hour, seven days per week contact in case of emergencies or unforeseeable events. All requests and/or complaints that are not immediately resolved shall be logged and reported to the District in a manner acceptable to the District. Requests and complaints meeting these criteria shall be resolved within two (2) school days of receipt, except that this standard shall not apply during the first three (3) weeks of each school year.
- 7.6.10 Unplanned weather conditions, detours traffic delays, and other traffic situations will occur. However, the Contractor must be able to demonstrate a communications plan for such occurrences, leading to a history of on-time performance.
- 7.6.11 The Contractor shall ensure that drivers and monitors are aware of any special conditions that students might have. Said information will be shared with the Contractor on an as-needed basis. The Contractor shall ensure strict HIPPA and FERPA compliance with its employees.

7.7 COMPENSATION AND ADDITIONAL CONTRACTOR PERFORMANCE REQUIREMENTS

- 7.7.1 Rates to be paid to the Contractor are specified in the Contractors proposal.
- 7.7.2 Increases or Decreases in routes needed: No routes shall be initiated that have not received the express approval of the District. Any such route operated by the Contractor that has not met with this approval shall receive no compensation from the District.
- 7.7.3 Term and Time of Payment: The Contractor shall bill the District for the services performed each month by the 10th of the subsequent month. The District will make payment within thirty (30) days of receipt of an acceptable invoice. The District will cooperate with the Contractor on establishing an acceptable invoice format that will be utilized for this requirement. The District will apply credits, liquidated damages and withholdings against the invoice with notification to the Contractor.
- 7.7.4 Minimum Acceptable Performance Criteria: Safe, timely, and responsible transportation of students to schools and to their homes is essential for students to benefit fully from their education experience while minimizing the burden to the students, their families, and school staff. A high level of professionalism and quality performance is expected every day from the Contractor and its employees. The District requires the execution of these service objectives regularly with only isolated and non-recurring exceptions. To this end, certain minimally acceptable performance criteria shall apply to Contractor performance.
- 7.7.5 The minimum acceptable performance criteria are defined as follows:
 - i) On-time performance shall be defined as arrival within five (5) minutes of the scheduled time for each route. The minimum standard of performance shall be ninety-eight percent (98%) of all runs based on a one (1) week moving average.
 - ii) Timely notification of all routes operating outside the on-time performance standard shall be required. The minimum standard of performance shall be ninety-eight percent (98%) of all runs based on a one (1) week moving average.

- iii) Daily operation of all scheduled routes is required. This is a zero-defect standard of performance.
- iv) No students shall be left on a vehicle unattended at any time. This is a zero-defect standard of performance.
- v) No PreK - Kindergartener and/or Special Education student shall be discharged from a vehicle without a custodial individual present. The IEP team shall make the final decision on whether a student should be discharged from a vehicle without a parent, guardian, or approved adult present. The District shall be responsible for informing the Contractor as to which students can be left unattended. This is a zero-defect standard of performance.

The Contractor will monitor, account for, and report to the District its success in fulfilling these minimum service criteria in a manner, format, and on timeframe deemed acceptable by the District.

- 7.7.6 Performance Liquidated damages: From the nature of the services to be rendered it is deemed impractical to rectify the actual damage inflicted or caused by defects in service. If service exceptions become common and circumstances are recurring in nature, then liquidated damages as described herein may be assessed or contract termination may occur. The District's sources for monitoring service may, in addition to the required reporting form the Contractor, include communications from District staff, parents, and concerned citizens, or bus arrival logs of schools, information provided by a principal, video recordings on the bus, dispatch logs, school report cards, GPS data, visual observation, and other means.
- 7.7.7 For any instance of non-compliance, the District may defer payment of ten percent (10%) of the most recently submitted and unpaid monthly transportation invoice as a performance withholding. The number of monthly withholding instances is unlimited.
- 7.7.8 If the non-performance factor is cured to the satisfaction of the District within thirty (30) days of the deferral, the deferred amount will be paid in full as part of the next scheduled regular payment to the Contractor. If not cured within thirty (30) days, the District may retain the deferral amount as liquidated damages.

7.8 MISCELLANEOUS PROVISIONS

- 7.8.1 Assignment: This Agreement shall not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. However, the Contractor may assign this Agreement without such consent if the assignment is to a parent company, subsidiary, related, or affiliated company. At all times, the parent company shall be ultimately responsible for the performance of this Agreement.
- 7.8.2 Force Majeure: In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

The Contractor may submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. The District will only be obligated to make such payment to the Contractor if local, state, and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%. If the District elects not to agree to these terms, the Contractor cannot assure resources will be available to the District when the Force Majeure event ends.

- 7.8.3 Notices: Any notice by the Contractor that is contractual or cost-related shall be sent to the District's Procurement Officer. Any notice by the Contractor that is performance or technical-related shall be sent to the District's Contract Administrator. Any notice required or permitted to be given under this Agreement by one party to the other shall be sufficient if given or confirmed in writing to the parties at the addresses set forth below:

If to District's Procurement Officer:
Charleston County School District
3999 Bridge View Drive

North Charleston, SC 29405
Attention: Robin McNeal
Phone: (843) 566-1809
Email: robin_mcneal@charleston.k12.sc.us

- 7.8.4 Modification: No waivers, alterations, or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing, and duly executed by all parties.
- 7.8.5 Contract Termination:
- i) The District may terminate this contract for convenience for any reason with ninety (90) days' written notice. The Contractor understands that funds for this contract are contingent on the availability of funds approved by the School Board. Such funds are appropriated on an annual basis. If the funding is not provided or is inadequate, the continuation of this contract will be dependent on the District and the Contractor reaching a mutual written agreement as to adjustments in the service to be provided and the applicable rates.
 - ii) Any contract entered into by the District for services described herein shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period or appropriated year. Further, services may be reduced by contract modification in the event of partial funding.
 - iii) If the contract is terminated by either party prior to the completion of the five (5) year term and any extension thereof, the Contractor shall be entitled to be paid any deferred payments which have been earned and not paid unless they are assessed as liquidated damages.
 - iv) Any termination of this Agreement pursuant to this section will not become effective until the end of a school year unless there are unusual and compelling circumstances that would justify a mid-year termination.
 - v) Compliance with All Applicable Laws and Regulations: The Contractor agrees to comply with all applicable federal, state and local laws and regulations.
 - vi) Records, Data and Reports: The Contractor shall provide a daily driver report and such other reports, data, and records which may be reasonably requested by the District. All transportation records of the Contractor pertaining to the District shall be open to inspection by the District during regular business hours in the Contractor's office. The Contractor shall provide any reports or records requested by the District in the format and on the form designated by the District. Contractor shall maintain accurate and reliable records concerning the number of students transported and number of miles driven.

8.0 BIDDING SCHEDULE/ COST PROPOSAL

BID FORM

The undersigned, as bidder, proposes and agrees, if this bid is accepted, to contract with Charleston County School District, in the form of contract specified, to pay the required fees, taxes, and permits and to furnish any necessary materials, tools, equipment, apparatus, transportation and labor to complete the requirements, bid in full and complete accordance with shown, noted, described and reasonably intended requirements of the contract documents.

Bids are to be submitted on the Bid Form provided; enclosed in a sealed, opaque envelope bearing the name and address of the bidder. Indicate your company name on each page of the Bid Form.

	ITEM DESCRIPTION	UOM	UNIT PRICE
1.	Trip Fee (one-way)	EA	
2.	Per Mile Fee	EA	
3.	Wheelchair Fee (Per Student)	EA	
4.	Car Seat / Safety Vest Fee (Per Student)	EA	
5.	Wait Time Fee	EA	
6.	Monitor Fee	EA	
7.	No Show or Late Cancel Fee	EA	

SUPPLEMENTAL PRICING QUESTIONS
RESPONSES MUST BE SUBMITTED ALONG WITH YOUR BID

1. HOW MANY STUDENTS CAN BE INCLUDED IN 1 TRIP? _____
2. HOW MANY MILES ARE INCLUDED IN 1 TRIP? _____
3. HOW MANY MILES ARE INCLUDED IN A TRIP? _____
4. IS THERE A MINIMUM MILEAGE FOR EACH TRIP? _____
5. PLEASE EXPLAIN YOUR LATE CANCEL/NO SHOW POLICY. _____

6. PLEASE EXPLAIN YOUR WAIT TIME PROCESS. _____

7. PLEASE EXPLAIN YOUR FUEL SURCHARGE POLICY. _____

B2502 ALTERNATIVE / SUPPLEMENTAL STUDENT TRANSPORTATION WITH SPECIAL NEEDS

COMPANY NAME _____

DATE: _____

9.0 ATTACHMENTS TO SOLICITATION

ATTACHMENT A

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

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 DISTRICTS 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 A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- 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.**

ATTACHMENT B

Minority Participation Affidavit

- 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
- _____ Temporary certification
- _____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information
 above for each minority business.*

ATTACHMENT C

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: B2502 Alternative / Supplemental Student Transportation with Special Needs

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to Charleston County School District. Our objections are.....

- 6. We do not sell the items/service on which bids are requested.
- 7. Other _____
- 8. We wish to remain on the bidders' list.
- 9. We wish to be deleted from the bidders' list.
- 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____

ATTACHMENT D

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder. **Bidder shall provide references from K-12 environments if possible.**

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from similar agencies you have performed similar services for in the past one (1) year.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

School Year 2024-25 Transportation Bell Schedule




Bell Times effective August 13, 2024

Oct 4
Mar 13
Apr 11
May 28

Oct 18
Feb 14
May 29

Oct 4
Mar 13
Apr 11
May 28

Oct 18
Feb 14
May 29

DIST	SCHOOL NAME	ARRIVAL	AM	PM	EARLY RELEASE	HALF DAY	DIST	SCHOOL NAME	ARRIVAL	AM	PM	EARLY RELEASE	HALF DAY	
1	St James Santee ES	7:00	7:25	2:25	12:25	10:40	9	Angel Oak ES	8:05	8:30	3:30	1:30	11:45	
2	Belle Hall ES	7:00	7:25	2:25	12:25	10:40		Frierson ES	8:05	8:30	3:30	1:30	11:45	
	Carolina Park ES	7:00	7:25	2:25	12:25	10:40		Mt Zion ES	8:05	8:30	3:30	1:30	11:45	
	James Edwards ES	7:00	7:25	2:25	12:25	10:40		Haut Gap MS	7:05	7:30	2:30	12:30	10:45	
	Jennie Moore ES	7:00	7:25	2:25	12:25	10:40		St Johns HS	6:55	7:20	2:20	12:20	10:35	
	Mt Pleasant Acdy	7:00	7:25	2:25	12:25	10:40	10	Ashley River CAES	8:05	8:30	3:30	1:30	11:45	
	Pinckney ES	7:00	7:25	2:25	12:25	10:40		Drayton Hall ES	8:05	8:30	3:30	1:30	11:45	
	Sullivans Island ES	7:00	7:25	2:25	12:25	10:40		Montessori Community	8:05	8:30	3:30	1:30	11:45	
	Whitesides ES	7:00	7:25	2:25	12:25	10:40		Oakland ES	8:05	8:30	3:30	1:30	11:45	
	Laurel Hill PS	7:05	7:30	2:30	12:30	10:45		Springfield ES	8:05	8:30	3:30	1:30	11:45	
	Cario MS	8:05	8:30	3:30	1:30	11:45		St Andrews MSES	8:05	8:30	3:30	1:30	11:45	
	Laing MS	8:05	8:30	3:30	1:30	11:45		Stono Park ES	8:05	8:30	3:30	1:30	11:45	
	Moultrie MS	8:05	8:30	3:30	1:30	11:45		CE Williams MS (6th)	6:55	7:20	2:20	12:20	10:35	
	Lucy Beckham HS	8:05	8:30	3:35	1:30	11:45		CE Williams MS (7th & 8th)	6:55	7:20	2:20	12:20	10:35	
	Wando HS	8:05	8:30	3:35	1:30	11:45		West Ashley HS	7:10	7:35	2:45	12:45	11:00	
	3	Harbor View ES	7:00	7:25	2:25	12:25		10:40	20	James Simons ES	7:15	7:40	2:40	12:40
James Island ES		7:00	7:25	2:25	12:25	10:40		Mitchell ES		7:15	7:40	2:40	12:40	10:55
Murray LaSaine ES		7:00	7:25	2:25	12:25	10:40		Sanders Clyde ES		7:15	7:40	2:40	12:40	10:55
Stiles Point ES		7:00	7:25	2:25	12:25	10:40	Memminger ES	7:50		8:15	3:15	1:15	11:30	
Camp Road MS		8:05	8:30	3:30	1:30	11:45	Simmons Pinkney MS	8:05		8:30	3:30	1:30	11:45	
4	Chicora ES	7:00	7:25	2:25	12:25	10:40	23	Ellington ES		8:05	8:30	3:30	1:30	11:45
	Corcoran ES	7:00	7:25	2:25	12:25	10:40		Jane Edwards ES	8:05	8:30	3:30	1:30	11:45	
	Dunston PS	7:00	7:25	2:25	12:25	10:40		Minnie Hughes ES	8:05	8:30	3:30	1:30	11:45	
	Goodwin ES	7:00	7:25	2:25	12:25	10:40		Baptist Hill MHS	7:00	7:25	2:25	12:25	10:40	
	Hunley Park ES	7:00	7:25	2:25	12:25	10:40	Magnets/ Programs	Clark Acdy	7:20	7:45	2:45	12:45	11:00	
	Hursey ES	7:00	7:25	2:25	12:25	10:40		Early College HS	7:20	7:45	2:45	12:45	11:00	
	Ladson ES	7:00	7:25	2:25	12:25	10:40		Buist Acdy	7:35	8:00	3:00	1:00	11:15	
	Lambs ES	7:00	7:25	2:25	12:25	10:40		Academic Magnet HS	8:05	8:30	3:30	1:30	11:45	
	Mary Ford Early Learning	7:00	7:25	2:25	12:25	10:40		Chas. Progressive Acdy	8:05	8:30	3:30	1:30	11:45	
	Midland Park PS	7:00	7:25	2:25	12:25	10:40		Daniel Jenkins Acdy	8:05	8:30	3:30	1:30	11:45	
	North Charleston CAES	7:00	7:25	2:25	12:25	10:40		Liberty Hill Acdy	8:05	8:30	3:30	1:30	11:45	
	North Charleston ES	7:00	7:25	2:25	12:25	10:40		Military Magnet Acdy	8:05	8:30	4:00	2:00	12:15	
	Pepperhill ES	7:00	7:25	2:25	12:25	10:40		School Of The Arts	8:05	8:30	3:30	1:30	11:45	
	Pinehurst ES	7:00	7:25	2:25	12:25	10:40		 Anita Huggins, Superintendent						
	Deer Park MS	8:05	8:30	3:30	1:30	11:45								
	Jerry Zucker MS	8:05	8:30	3:30	1:30	11:45								
	Morningside MS	8:05	8:30	3:30	1:30	11:45								
	Northwoods MS	8:05	8:30	3:30	1:30	11:45								
	North Charleston HS	8:05	8:30	3:30	1:30	11:45								
	Stall HS	8:05	8:30	3:30	1:30	11:45								

Año Escolar 2024-25 Horario de Campanas de Transporte

Horario de las campanas a partir del 13 de agosto de 2024

4 de oct
13 de mar
11 de abr
28 de may

18 de oct
14 de feb
29 de may

4 de oct
13 de mar
11 de abr
28 de may

18 de oct
14 de feb
29 de may

DIST	NOMBRE DE LA ESCUELA	LLEGADA	AM	PM	SALIDA ANTICIPADA	MEDIO DÍA	DIST	SCHOOL NAME	LLEGADA	AM	PM	SALIDA ANTICIPADA	MEDIO DÍA		
1	St James Santee ES	7:00	7:25	2:25	12:25	10:40	9	Angel Oak ES	8:05	8:30	3:30	1:30	11:45		
								Frierson ES	8:05	8:30	3:30	1:30	11:45		
								Mt Zion ES	8:05	8:30	3:30	1:30	11:45		
								Haut Gap MS	7:05	7:30	2:30	12:30	10:45		
2	Belle Hall ES	7:00	7:25	2:25	12:25	10:40		St Johns HS	6:55	7:20	2:20	12:20	10:35		
	Carolina Park ES	7:00	7:25	2:25	12:25	10:40									
	James Edwards ES	7:00	7:25	2:25	12:25	10:40									
	Jennie Moore ES	7:00	7:25	2:25	12:25	10:40									
	Mt Pleasant Acdy	7:00	7:25	2:25	12:25	10:40	10	Ashley River CAES	8:05	8:30	3:30	1:30	11:45		
	Pinckney ES	7:00	7:25	2:25	12:25	10:40			Drayton Hall ES	8:05	8:30	3:30	1:30	11:45	
	Sullivans Island ES	7:00	7:25	2:25	12:25	10:40			Montessori Community	8:05	8:30	3:30	1:30	11:45	
	Whitesides ES	7:00	7:25	2:25	12:25	10:40			Oakland ES	8:05	8:30	3:30	1:30	11:45	
	Laurel Hill PS	7:05	7:30	2:30	12:30	10:45			Springfield ES	8:05	8:30	3:30	1:30	11:45	
	Cario MS	8:05	8:30	3:30	1:30	11:45			St Andrews MSES	8:05	8:30	3:30	1:30	11:45	
	Laing MS	8:05	8:30	3:30	1:30	11:45			Stono Park ES	8:05	8:30	3:30	1:30	11:45	
	Moultrie MS	8:05	8:30	3:30	1:30	11:45			CE Williams MS (6th)	6:55	7:20	2:20	12:20	10:35	
	Lucy Beckham HS	8:05	8:30	3:35	1:30	11:45			CE Williams MS (7th & 8th)	6:55	7:20	2:20	12:20	10:35	
	Wando HS	8:05	8:30	3:35	1:30	11:45			West Ashley HS	7:10	7:35	2:45	12:45	11:00	
3	Harbor View ES	7:00	7:25	2:25	12:25	10:40		20	James Simons ES	7:15	7:40	2:40	12:40	10:55	
	James Island ES	7:00	7:25	2:25	12:25	10:40				Mitchell ES	7:15	7:40	2:40	12:40	10:55
	Murray LaSaine ES	7:00	7:25	2:25	12:25	10:40				Sanders Clyde ES	7:15	7:40	2:40	12:40	10:55
	Stiles Point ES	7:00	7:25	2:25	12:25	10:40			Memminger ES	7:50	8:15	3:15	1:15	11:30	
	Camp Road MS	8:05	8:30	3:30	1:30	11:45			Simmons Pinkney MS	8:05	8:30	3:30	1:30	11:45	
								Burke HS	8:05	8:30	3:30	1:30	11:45		
4	Chicora ES	7:00	7:25	2:25	12:25	10:40	23	Ellington ES	8:05	8:30	3:30	1:30	11:45		
	Corcoran ES	7:00	7:25	2:25	12:25	10:40			Jane Edwards ES	8:05	8:30	3:30	1:30	11:45	
	Dunston PS	7:00	7:25	2:25	12:25	10:40			Minnie Hughes ES	8:05	8:30	3:30	1:30	11:45	
	Goodwin ES	7:00	7:25	2:25	12:25	10:40			Baptist Hill MHS	7:00	7:25	2:25	12:25	10:40	
	Hunley Park ES	7:00	7:25	2:25	12:25	10:40									
	Hursey ES	7:00	7:25	2:25	12:25	10:40									
	Ladson ES	7:00	7:25	2:25	12:25	10:40	Magnets/ Programas	Clark Acdy	7:20	7:45	2:45	12:45	11:00		
	Lambs ES	7:00	7:25	2:25	12:25	10:40			Early College HS	7:20	7:45	2:45	12:45	11:00	
	Mary Ford Early Learning	7:00	7:25	2:25	12:25	10:40			Buist Acdy	7:35	8:00	3:00	1:00	11:15	
	Midland Park PS	7:00	7:25	2:25	12:25	10:40			Academic Magnet HS	8:05	8:30	3:30	1:30	11:45	
	North Charleston CAES	7:00	7:25	2:25	12:25	10:40			Chas. Progressive Acdy	8:05	8:30	3:30	1:30	11:45	
	North Charleston ES	7:00	7:25	2:25	12:25	10:40			Daniel Jenkins Acdy	8:05	8:30	3:30	1:30	11:45	
	Pepperhill ES	7:00	7:25	2:25	12:25	10:40			Liberty Hill Acdy	8:05	8:30	3:30	1:30	11:45	
	Pinehurst ES	7:00	7:25	2:25	12:25	10:40			Military Magnet Acdy	8:05	8:30	4:00	2:00	12:15	
	Deer Park MS	8:05	8:30	3:30	1:30	11:45			School Of The Arts	8:05	8:30	3:30	1:30	11:45	
	Jerry Zucker MS	8:05	8:30	3:30	1:30	11:45									
	Morningside MS	8:05	8:30	3:30	1:30	11:45									
	Northwoods MS	8:05	8:30	3:30	1:30	11:45									
	North Charleston HS	8:05	8:30	3:30	1:30	11:45									
	Stall HS	8:05	8:30	3:30	1:30	11:45									

Anita Huggins, Superintendente

Horário do Transporte Escolar para o Ano de 2024-25

Horários do sino escolar a partir de 13 de agosto de 2024

**Out 4
Mar 13
Abr 11
Mai 28**

**Out 18
Fev 14
Mai 29**

**Out 4
Mar 13
Abr 11
Mai 28**

**Out 18
Fev 14
Mai 29**

DIST	NOME DA ESCOLA	CHEGADA	MANHÃ	TARDE	SAÍDA ANTECIPADA	MEIO DIA	DIST	NOME DA ESCOLA	CHEGADA	MANHÃ	TARDE	SAÍDA ANTECIPADA	MEIO DIA
1	St James Santee ES	7:00	7:25	2:25	12:25	10:40	9	Angel Oak ES	8:05	8:30	3:30	1:30	11:45
2	Belle Hall ES	7:00	7:25	2:25	12:25	10:40		Frierson ES	8:05	8:30	3:30	1:30	11:45
	Carolina Park ES	7:00	7:25	2:25	12:25	10:40		Mt Zion ES	8:05	8:30	3:30	1:30	11:45
	James Edwards ES	7:00	7:25	2:25	12:25	10:40		Haut Gap MS	7:05	7:30	2:30	12:30	10:45
	Jennie Moore ES	7:00	7:25	2:25	12:25	10:40		St Johns HS	6:55	7:20	2:20	12:20	10:35
	Mt Pleasant Acdy	7:00	7:25	2:25	12:25	10:40	10	Ashley River CAES	8:05	8:30	3:30	1:30	11:45
	Pinckney ES	7:00	7:25	2:25	12:25	10:40		Drayton Hall ES	8:05	8:30	3:30	1:30	11:45
	Sullivans Island ES	7:00	7:25	2:25	12:25	10:40		Montessori Community	8:05	8:30	3:30	1:30	11:45
	Whitesides ES	7:00	7:25	2:25	12:25	10:40		Oakland ES	8:05	8:30	3:30	1:30	11:45
	Laurel Hill PS	7:05	7:30	2:30	12:30	10:45		Springfield ES	8:05	8:30	3:30	1:30	11:45
	Cario MS	8:05	8:30	3:30	1:30	11:45		St Andrews MSES	8:05	8:30	3:30	1:30	11:45
Laing MS	8:05	8:30	3:30	1:30	11:45	Stono Park ES		8:05	8:30	3:30	1:30	11:45	
Moultrie MS	8:05	8:30	3:30	1:30	11:45	CE Williams MS (6th)		6:55	7:20	2:20	12:20	10:35	
Lucy Beckham HS	8:05	8:30	3:35	1:30	11:45	CE Williams MS (7th & 8th)		6:55	7:20	2:20	12:20	10:35	
Wando HS	8:05	8:30	3:35	1:30	11:45	West Ashley HS		7:10	7:35	2:45	12:45	11:00	
3	Harbor View ES	7:00	7:25	2:25	12:25	10:40	20	James Simons ES	7:15	7:40	2:40	12:40	10:55
	James Island ES	7:00	7:25	2:25	12:25	10:40		Mitchell ES	7:15	7:40	2:40	12:40	10:55
	Murray LaSaine ES	7:00	7:25	2:25	12:25	10:40		Sanders Clyde ES	7:15	7:40	2:40	12:40	10:55
	Stiles Point ES	7:00	7:25	2:25	12:25	10:40		Memminger ES	7:50	8:15	3:15	1:15	11:30
	Camp Road MS	8:05	8:30	3:30	1:30	11:45		Simmons Pinkney MS	8:05	8:30	3:30	1:30	11:45
4	Chicora ES	7:00	7:25	2:25	12:25	10:40		23	Burke HS	8:05	8:30	3:30	1:30
	Corcoran ES	7:00	7:25	2:25	12:25	10:40	Ellington ES		8:05	8:30	3:30	1:30	11:45
	Dunston PS	7:00	7:25	2:25	12:25	10:40	Jane Edwards ES		8:05	8:30	3:30	1:30	11:45
	Goodwin ES	7:00	7:25	2:25	12:25	10:40	Minnie Hughes ES		8:05	8:30	3:30	1:30	11:45
	Hunley Park ES	7:00	7:25	2:25	12:25	10:40	Baptist Hill MHS		7:00	7:25	2:25	12:25	10:40
	Hursey ES	7:00	7:25	2:25	12:25	10:40	Magnets/ Programas	Clark Acdy	7:20	7:45	2:45	12:45	11:00
	Ladson ES	7:00	7:25	2:25	12:25	10:40		Early College HS	7:20	7:45	2:45	12:45	11:00
	Lambs ES	7:00	7:25	2:25	12:25	10:40		Buist Acdy	7:35	8:00	3:00	1:00	11:15
	Mary Ford Early Learning	7:00	7:25	2:25	12:25	10:40		Academic Magnet HS	8:05	8:30	3:30	1:30	11:45
	Midland Park PS	7:00	7:25	2:25	12:25	10:40		Chas. Progressive Acdy	8:05	8:30	3:30	1:30	11:45
	North Charleston CAES	7:00	7:25	2:25	12:25	10:40		Daniel Jenkins Acdy	8:05	8:30	3:30	1:30	11:45
	North Charleston ES	7:00	7:25	2:25	12:25	10:40		Liberty Hill Acdy	8:05	8:30	3:30	1:30	11:45
	Pepperhill ES	7:00	7:25	2:25	12:25	10:40		Military Magnet Acdy	8:05	8:30	4:00	2:00	12:15
	Pinehurst ES	7:00	7:25	2:25	12:25	10:40		School Of The Arts	8:05	8:30	3:30	1:30	11:45
	Deer Park MS	8:05	8:30	3:30	1:30	11:45							
	Jerry Zucker MS	8:05	8:30	3:30	1:30	11:45							
	Morningside MS	8:05	8:30	3:30	1:30	11:45							
	Northwoods MS	8:05	8:30	3:30	1:30	11:45							
	North Charleston HS	8:05	8:30	3:30	1:30	11:45							
	Stall HS	8:05	8:30	3:30	1:30	11:45							

Superintendente Anita Huggins