

SUMTER SCHOOL DISTRICT 1345 WILSON HALL ROAD SUMTER, SC 29150	Solicitation Number : RFP #2018-007 Date Issued: June 27, 2018 Procurement Officer: Dee Cook Phone: (803) 469-6900 Fax: (803) 469-6144 E-Mail Address: dee.cook@sumterschools.net
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DESCRIPTION:	BAND UNIFORMS FOR SUMTER HIGH SCHOOL
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The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: (Opening Date/Time):	July 25, 2018 @ 2:00 PM, EST	See "Deadline for Submission of Offer" provision
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NUMBER OF COPIES TO BE SUBMITTED:	One (1) original and one (3) copies
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QUESTIONS MUST BE RECEIVED BY:	July 17, 2018 @ 5:00 PM, EST	See "Questions From Offerors" provision
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Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED PROPOSAL REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:	MAILING ADDRESS:
	Sumter School District Attn: Dee Cook, Procurement Coordinator, Room 310 1345 Wilson Hall Road Sumter, SC 29150

CONFERENCE TYPE: N/A DATE & TIME: N/A As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
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AWARD/ INTENT TO AWARD:	The award, this solicitation, any amendments and any related notices will be posted at the following web address: www.sumterschools.net (Departments, Procurement) It is the responsibility of the offeror to check for any amendments and or notices.
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of forty-five (45) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE: (Business title of person signing above)	
PRINTED NAME: (Printed name of person signing above)	

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

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) <hr/> Area Code - Number - Extension Facsimile <hr/> E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) ____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) ____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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MINORITY PARTICIPATION

Are you a South Carolina Certified Minority Vendor? **Yes** _____ **No** _____

If yes, South Carolina Certification # _____

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

____ In-State Office Address same as Home Office Address
____ In-State Office Address same as Notice Address (check only one)

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I. GENERAL INSTRUCTIONS TO OFFERORS

DEFINITIONS - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

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

BOARD means the Georgetown County School District Board of Directors.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

RESPONSIBLE Bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance, which may be substantiated by past performance

RESPONSIVE Bidder means a person who has submitted a bid or offer, which conforms in all material aspects to the invitation for bids or request for proposals.

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

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

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

YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) 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. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Amendments are posted to the district's website, www.sumterschools.net, on the date of issue. It is the bidder's responsibility to check for amendments.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS: By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(a)(1)(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 any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror 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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default..

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

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

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected, unless the offer has been delivered to the designated procurement office or the District's mail room, where confirmation can be authenticated by a third party method, prior to bid opening

DISTRICT CLOSINGS: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement 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 the District 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.

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.

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150,

regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page, Bid Response Form, Reference Form, Security and Background Check, and Statement of Acceptance and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Sumter School District acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Sumter School District.

PROCUREMENT CODE AVAILABLE: The Sumter School District's Procurement Code, is available at www.sumterschools.net.

PROTESTS: (a) Solicitation - 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. (b) Intent to Award - 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 this code. A protest shall be in writing, submitted to the Chief Financial Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

PROTEST – ADDRESS: Any protest must be submitted in writing to the Chief Financial Officer of Sumter School District, 1345 Wilson Hall Road, Sumter, SC 29150.

Additionally, please submit a secondary copy to Dee Cook, Procurement Coordinator, Sumter School District, 1345 Wilson Hall Road, Sumter, SC 29150 or dee.cook@sumterschools.net.

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. Bidder's names nor pricing will not be divulged at the bid opening for a Request for Proposal.

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than the end of business (5:00 PM, EST) of the submission date stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation, which 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. Responsiveness. Any Offer which fails to conform to the material requirements of the solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- c. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

- d. **Unbalanced Bidding.** The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the 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, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

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

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 contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the 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 Georgetown County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

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

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments

claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

PREFERENCES - A NOTICE TO VENDORS On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35- 1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT VENDOR PREFERENCE To qualify for the RVP, you must maintain an office in South Carolina. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

SCHEDULE & ACTIVITIES Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

EVENT	DATES
Issuance of Invitation to Bid	Wednesday, June 27, 2018
Pre-Bid Conference	N/A
Deadline for Questions	Tuesday, July 17, 2018 – 5:00PM
Issue Responses to Question (estimate)	Wednesday, July 18, 2018
Deadline to Submit Bid	Tuesday, July 25, 2018 – 2:00PM

SHIPPING/HANDLING/FREIGHT Bid shall include all charges for delivery packing, crating,

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the District's Procurement Code Article 5 Section 1520.7.1.

II. SCOPE OF SOLICITATION

Sumter School District desires to contract with a single provider, for the design and provision of band uniforms, on an “as-needed” basis, which meet the specifications and requirements, contained herein. The awarded vendor shall enter into a term contract to provide design services and uniforms on an “as-needed” basis to upgrade existing uniforms throughout the District. The initial term is for one (1) year with the option to renew for four (4) additional one (1) year terms. After the initial order for the school listed herein, total quantities to be ordered for the duration of the contract are unknown. The initial order shall be for Sumter High School. This order shall establish a basis for pricing and is detailed in the specifications section contained herein. Subsequent orders shall be placed with their own unique styling specifications; however, the general construction and fabric quality requirements shall comply with the standards called for in this solicitation.

All responses must be complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the response fails to conform to the essential requirements of this request, the District and the District alone will be the judge as to whether that variance is significant enough to consider the request non-responsive and therefore not considered for award. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the IFB documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the IFB shall govern.

III. INTRODUCTION

Sumter School District has three High Schools. All, which, at some point, we plan to supply with new band uniforms. Sumter High School will be the first outfitted under this solicitation.

IV. SCOPE OF WORK / SPECIFICATIONS

Important Note – The use of any tobacco product, electronic cigarettes, or vaporizers is prohibited on all District property, including but not limited to, school buildings, athletic facilities, District vehicles, and parking lots.

4.1 GENERAL SPECIFICATIONS

Band uniforms are a substantial investment, and these uniforms must withstand extensive wear and tear. Therefore, it is imperative that the District invest in uniforms of the highest quality. The following specifications are provided to offer equal opportunity to all Offerors, within the framework of standards of quality and design herewith established. Basic outside materials offered by the Offeror shall be so designated or equal. All equals or substitutes shall be so designated. Failure to do so will disqualify the proposal. The District feels the standard styles, materials, linings, and sundry items are equally available to all reputable manufacturers. Any Offeror desiring to use any materials or construction practices as a substitute must also submit satisfactory proof in a separate letter attached to your proposal that the proposed substitution is of equal or better quality than the construction and/or material(s), etc., specified.

4.2 DEVIATION FROM SPECIFICATIONS

Any deviation from these specifications must be documented on the enclosed deviation form. It is the intent of the District for the uniform to be manufactured strictly adhering to these construction and design specifications and deviations are not expected. If deviations are not documented fully, the bidder may be disqualified.

It is the intention of the District to offer equal opportunity to all Offerors. The use of company names when referring to styles are for descriptive purposes only and are not intended to be restrictive. Materials and items referred to in these specifications are available to all firms.

4.3 PROPOSAL SAMPLE

No samples are required at this time, however, a sample uniform may be requested at a later date.

4.4 MATERIAL SWATCHES

Liberal size swatches of the material(s) you propose to furnish must be submitted with your proposal with swatches properly labeled as to weight and fiber content as required by Federal Law. State weight and indicate if fabric samples are mothproofed or treated with a water repellent or any other process. All fabrics specified are to be first quality. Seconds will not be acceptable. All proposals must be accompanied with attached “*FABRIC CERTIFICATION FORM*” (Bid Response Form, page 3 of 6) signed by an authorized official of the company submitting the proposal. Failure to execute and provide this form will be cause for rejection of you proposal. In addition, the District reserves the right to further request an Offeror to supply an affidavit signed by an official of the manufacturer of the material herein specified and quoted upon confirming that the Offeror will, in fact, furnish the material(s) specified when manufacturing the order.

4.5 SILENCE OF SPECIFICATIONS

The apparent silence of this specification as to any details or the omission from it of a detail or description concerning any point shall be interpreted as meaning that only the best tailoring practices are to prevail and that all workmanship shall be first quality.

4.6 DELIVERY

It is the desire for all uniforms to be delivered within 60 days of issuance of a PO. Please provide a delivery date on the cost proposal. Delivery shall be a factor in award; therefore, the District reserves the right to take into consideration date of delivery and give preference to the Offeror with an earlier delivery date, if so desired.

4.7 DELIVERY CHARGES

All deliveries shall be FOB destination, freight fully prepaid by the vendor. The District will not accept proposals that contain separate charges for delivery or shipping. The prices submitted must include all deliver and or shipping charges to the delivery point specified on the purchase order. Delivery constitutes placing the item(s) delivered in the building and setting them in place at the point designated by an authorized representative of the District. No personnel or equipment will be supplied the District or specified school to handle or unload any items being received by the District or specified school. No common carrier/drayage charges will be honored by the District.

Delivery time is of the essence in the award of this contract. Offeror must take this into consideration when preparing their proposals. If delivery cannot be made by the date specified above, state on the cost proposal an exact date that delivery can be made. The District reserves the right to reject proposals that cannot comply with the specified delivery time.

4.8 INSPECTION AND DELIVERY

Each uniform is to be thoroughly inspected before shipment. All thread ends to be picked and cut. Specifications, trim, and detail to be critically checked for each individual garment before shipment. Imperfections shall be corrected before the uniforms are shipped. Uniforms are to be shipped complete with hangers (plastic) in containers. Each wardrobe container shall be marked on the exterior to indicate the wearer number of each uniform enclosed. The uniforms shall be ready-to-wear without cleaning or pressing. Upon receipt of shipment, the receiver shall take inventory, note any damage, and advise the uniform manufacturer in detail. Trousers and accessories, such as sashes, drops, etc., could be bulk packed unless otherwise specified.

4.9 LABELING

All basic uniform garment parts such as coats, bibbers, etc., must show contents and percentage of contents of fabric used in that particular part of the uniform. This is required under law by the *Federal Labeling Act*. There must also be care instructions showing on each above-mentioned part.

4.10 PACKING

Each uniform is to be packed individually in a see-through plastic bag with the identification numbers, required on all uniform garment parts, clearly marked for easy distribution.

4.11 MASTER LIST

A register of student's names including uniform numbers and an accounting of height, weight, chest, waist, and headwear sizes, shall be supplied to the school along with a completed order for easy distribution of uniforms.

4.12 AREA REPRESENTATIVE – CONTACT INFORMATION

Offeror is to identify a factory-trained area representative (name, phone number, and email address) to handle all details of the order. Said representative shall be responsible for designing, measuring, and servicing the order throughout the initial purchase and on a continuing basis. The representative shall visit the school to establish sizes and secure all final details pertinent to the manufacturing of the uniforms. Identify the specific individual who would serve the District on a day-to-day basis as a primary point of contract and be responsible for the service of the bidder. The individual identified shall be available within 24 hours' notice by telephone to accomplish the following:

- A. Attend meetings
- B. Respond to telephone calls
- C. Respond to specific inquiries

4.13 CUSTOMER INSTRUCTION MANUAL

The successful Offeror shall supply a booklet containing a printout showing each uniform in sequence from smallest size to largest. The printout will indicate wearer identification number, original wearer and key measurements of uniform, (i.e. height, weight, hat, chest, waist and outseam). The successful Offeror will also supply recommended dry cleaning instructions for the uniforms and all

accessory items; specifying precise details on the care and cleaning that are to be utilized in future upkeep and maintenance of the items included in this proposal.

IMPORTANT: ALL OFFERORS are to submit, along with their bids, a certificate stating that the fabrics used in the manufacture of the uniforms will be exact materials called for in the specifications and will be FIRST QUALITY. This certificate must be signed by an official of the Company. BIDDERS NOT FURNISHING THIS CERTIFICATE WILL BE DISQUALIFIED. NO FABRIC DEVIATIONS ARE ACCEPTABLE.

4.14 WARRANTY

Offeror warrants that all products furnished under this contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria.

4.15 CARE AND MAINTENANCE INFORMATION

Care and Maintenance Booklets are to be submitted with each complete order.

4.16 DESIGN SERVICES

Offeror shall provide design services to develop a unique uniform for each order placed against the contract.

4.17 DESIGN SAMPLE (EXACT)

Offeror guarantees an exact design sample for each order placed against this contract shall be provided within calendar 30 days from receipt of order.

4.18 GUARANTEED DELIVERY

Orders shall be received within 90 days of receipt of order. On orders requiring longer leads, Offeror must disclose guaranteed delivery date at the time of order. Consistent failure to meet delivery deadlines may be grounds for contract termination.

4.19 PAYMENT

The District's payment terms are net 30 days after receipt of order. Any special payment terms and conditions required by the Offeror must be fully disclosed in their response to this solicitation. The District reserves the right to give preference to those companies who do not require deposits.

4.20 OTHER ITEMS

The items specified herein are utilized to describe requirements of a basic uniform with some accessories. Each order placed against this contract shall be unique and may include items not specified herein.

FULLY CONSTRUCTED/LINED COAT MADE TO WASHABLE SPECIFICATIONS

1. GENERAL

Due to the unique requirements of a band coat (relative to the number of different wearers, minimum care received, wearing conditions and life expectancy), special patterns, materials, design and construction methods must be applied. These specifications speak directly to the requirements of a fully lined/fully constructed uniforms, and allow for professional washing OR dry cleaning of the garment.

2. PATTERNS

- A. Coat patterns are special band uniform patterns with additional "ease" to allow for freedom of movement, wearing of clothing underneath and the convenient re-issue from year-to-year. Fashion or standard patterns do not allow enough room. Merely up-grading to oversized patterns will result in an unsightly and cumbersome fit.

- B. Computer generated patterns will provide proper fit for all male and female band members, with no restrictions or limitations as to chest size. Likewise, sizes will be assigned in needed “lengths” from XXS through XXXL. Coats will be patterned for EACH even numbered chest size (ex. 38, 40, 42, etc.), rather than just generic S, M, L, etc.
- C. Patterns are to be marked and graded using a computerized system to insure accuracy and updated patterns.

3. SIZING

- A. Measurements will be taken under the direction of a factory-trained representative.
- B. Sizes are analyzed by a sizing computer system assigning the closest standard proportion size to each wearer in order to permit re-issuing in subsequent years and to provide a reasonable fit for the initial wearer.

4. FABRIC

- A. The shell fabric is Xtreme Dri polyester/synthetic, providing enhanced air permeability that differentiates it from generic polyester fabrics.
- B. Xtreme Dri lifts moisture away from the wearer, which keeps the body cooler in warm weather and warmer in cold weather. It is ***stain resistant, tear resistant, odor resistant, quick drying, colorfast, and will not pill.*** Xtreme Dri is different than the standard polyesters that have been available to the band uniform industry, including, but not limited to 1933 (a.k.a. 4892), 420, 960, 6248, 4030 and 460. Standard polyester fabrics are not acceptable substitutes for Xtreme Dri.
- C. Since Xtreme Dri is a proprietary exclusive fabric, any vendor may bid on what they consider their best available polyester for the project. However, any and all deviations must be thoroughly documented.

5. LINING

- A. Coat linings are cut from a separate set of patterns designed to fit each specific coat size and style. Linings are not cut from coat shell patterns then cut down to try and fit.
- B. Linings are “FIRST” quality Aerocool polyester/taffeta 97GR/Yd, woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer.
- C. In coat styles that do not utilize a back zipper, the coat lining has a vertical pleat running up the center back. This allows fullness, fit and comfort to the overall performance of the coat.
- D. In the armhole area, the coat lining is machine stitched to an ensemble including the outer coat fabric, shoulder pad and sleevehead. Hand sewing or felling does not provide the durability required for armhole construction.
- E. Linings are sewn to the coat bottom edge, and reinforced with pre-shrunk tailoring tape. Straight cut long coats will have an additional ½” lining pleat all around the coat bottom.

6. BUTTONS

High-quality, rust resistant metal buttons shall be used where specified and they shall be attached by sewing, ring and washer or toggle and washer or tack-back. The buttons shall not alter the washable capabilities of the garment.

7. BUTTONHOLES

All coat buttonholes are made with a CUT-FIRST automatic buttonhole machine. The hole is cut first, the edges covered with gimp, then completely sewn to “close” the buttonhole. The buttonhole back is secured and closed with bartack reinforcement.

8. ZIPPERS

- A. The style is YKK, heavy duty of color matching VISLON. The zipper is auto-locking and has a “separating” feature for maintenance and durability.
- B. Zipper tapes are standard 9/16” width, sewn down with locked safety stitching and bar tacked at each end.

9. INTERLINING

- A. The interlining has optimum four-layer construction. More than four layers create stiffness in the coat fronts, resulting in difficult and uncomfortable arm lift maneuvers in marching bands. Less than four layers results in flimsy construction and therefore a rumpled appearance and reduced durability. In keeping with individual patterns for coat shell fabrics and the linings, higher quality control and an elevated level of haircloth quality is obtained by these multi-layered interlinings being patterned, cut and assembled “IN HOUSE” at the uniform manufacturer’s facility. This basic construction practice enhances the fit and comfort of the individual uniform (as opposed to “making do” by purchasing these multilayered ensembles and cutting them down to fit the “hundreds” of patterns required for each coat style and chest size).
- B. The main layer of the interlining is a Hymo haircloth. This “hair canvas” is a blend of polyester, viscose rayon and genuine natural hair, which gives it soft resilience. This canvas is 100% washable with no shrinkage or loss of rigidity. The layer extends the complete length of the coat front, from shoulder seam down to the coat bottom.
- C. The second layer is a resilient 27.6% rayon/72.4% polyester canvas “MONO-FLEX” chest piece 4.2oz in weight. Its dimensions are 6” wide x 6 ¾” long and extends downward from the upper chest area.
- D. The third layer is another piece of hair canvas (as per “B” above) 8” wide and 12” long, extending downward from the upper chest area, and completely covering the MONO-FLEX.
- E. The fourth layer is a ¼” thick padding of 3.6 ounce 100% polyester non-woven material that is soakable and non-shrinkable. This white chestpiece pad extends approximately 6” below the armhole.

NOTE: In white coats and other light color fabric shades, a piece of thin Poly-sil white curtain is added to prevent “shadowing” of the haircloth interlining through the outer coat fabric.

- F. This entire multilayered interliner shall be sewn together with a series of eight to ten rows (depending on chest size) of zig zag stitching spaced approximately 1” apart. This is the optimum number of rows as recommended by the garment industry standards. Too many rows will reduce the flexibility, comfort and fit. Too few rows will limit durability and lifetime.
- G. The interliner is then secured to the coat shell fabric and coat lining, in the neckhole, armhole, bottom front and along the coat closure edge. A tailoring tape of 100% PIMA cotton, triple cold water shrunk, is included in these seams for added durability. The interlining is NOT sewn into the shoulder seam, nor the side of the coat. This allows flexibility and “give” to the entire coat front construction.

NOTE: The above construction is a time proven procedure. Under no circumstances are the haircloth and sewing operations to be substituted with a fusing or gluing operation.

10. ARMHOLES

- A. Armholes shall be oval shaped and allow sleeve to be pitched forward 3-4 degrees to maximize comfort and ease of movement with minimum distortion to the coat.
- B. The armhole shall be reinforced with ¼” pre-shrunk cotton tape all around to prevent stretching in the armhole.
- C. The entire armhole shall employ machine lock stitching. Hand or machine “felling” will not be accepted.
- D. The underarm portion of the armhole will have a bi-swing gusset allowance that allows freedom of movement.

11. SHOULDER PADS

- A. Shoulder pads shall be high quality foam, covered all around with a lightweight polyester lining, serge stitched around the curvature of the pad and are washable or dry cleanable.
- B. Shoulder pad size shall be minimum of 5” x 9” on regular width coat styles.

12. SLEEVE HEADS

The sleevehead provides fullness and shape to the top of the sleeve as it is sewn to the coat body. It consists of a separate strip of material used for the white chest piece pad in the interlining (10E). The sleeve head has a length of 14” and is equally positioned over the shoulder, to the front and back of the upper sleeve seam. The finished width is 2 ¼” at lower front, and tapers to a 1 ¾” width at lower back. The construction consists of a ¾” turnback on the armhole edge, and has a seam spaced ½” from the edge. Sewn into the lower front portion of the white pad strip, is a 2 ½” x 4 ½” piece of “haircloth” as described in the Interlining section (10B). The result of this “IN HOUSE” manufactured sleeve head is a substantially improved “body” in the entire sleeve/shoulder area, particularly when lettering or other embroidery trim is specified.

13. SLEEVE STITCHING

- A. Sleeves shall be set with machine lock stitch to insure proper distribution of fullness and durability.
- B. Fullness shall be sheered in by top-feed sewing machines.

14. ARMHOLE LINING FINISH

- A. The bottom of the sleeve armhole shall be lock-stitched through two layers of lining, two layers of fabric and armshield.
- B. The top shall be sewn through the coat lining, sleeve fabric, sleeve head, shoulder pad and shoulder strap with lock stitching.
- C. The entire armhole has tailoring tape all around.
- D. “Felling” by hand or machine is not acceptable when closing the armhole.

15. TAPING

- A. All seams in high stress areas are reinforced with tailoring tape to prevent stretching, and add durability to the seam. These tapes are pre-shrunk.
- B. Areas of this taping procedure include the following:
 - 1. All around the neck opening where collar joins the coat.
 - 2. Coat closure edges and completely around the bottom.
 - 3. Complete circumference of the armhole.
 - 4. Shoulder seams from collar (neck opening) to sleeve seam - except canopy coats.

16. SLEEVES

- A. Sleeves cuffs will have an approximate 4” turn up, which incorporates both the coat sleeve fabric and lining. This turn back includes a 3/8” binding at lower cuff edge.
- B. The forward and trailing sleeve seams in the 50/50 sleeve pattern are equipped with a series of gripper snap rings and post hardware. Two posts, spaced 1” apart, are applied to the lower sleeve cuff edge, at both seams in each sleeve. Six ring style fasteners are positioned starting 2 ½” up from the cuff edge and are spaced 1” apart. Coats are shipped fully steam pressed, but without a crease at sleeve cuff bottoms.
- C. Sleeve cuffs with extensive cuff trim (appliques, inserts, looped braid designs, embroidery) are reinforced with non-woven material, bonded permanently to the inside of the coat fabric extending up toward the elbow area. This addition prevents puckering tendencies created by use of fabrics, braids, etc. which each have a different coefficient of stretching.
- D. Shoulder lettering and embroidered logo trim have a reinforced backing layer on the inside of the sleeve.

17. ARMSHIELDS

- A. The armshield is engineered to minimize the long-term effects of perspiration over the lifetime of the garment. Perspiration consists of moisture, salts, weak organic acids and body oils. Xtreme Dri fabric having WICKING properties is specified for use as the armshield. (“Felt-like” fabrics

that retain perspiration are not in the best interest of the garment). In addition to the wicking property, this Xtreme Dri shield has soil release, high permeability for airflow, and exhibits rapid evaporation.

- B. The armshield is approximately 4" x 4" in dimension, bound with double folded bias rayon on both sides and the bottom, then machine sewn into the armhole.
- C. Tensile strength and resistance to abrasion are additional advantages of Xtreme Dri armshields as compared to a "felt-like" material. The minimum abrasion quality is 10,000 on the STROLL FLAT test.

18. STANDING COMFORT COLLAR

- A. The collar is one of the highest stress areas in the coat. The collar is cut from a curved pattern. This allows a front "drop" to fit the downward front slope of the natural human body configuration. This item is NOT to be cut in a straight pattern.
- B. There are a total of eight layers in this comfort collar construction.
 - 1. The collar lining of Xtreme Dri fabric, as described in the fabric section (item 4), has a non-woven material, permanently sewn and bonded to the inside.
 - 2. Sewn directly to the inboard surface of this tandem collar lining construction, centered on the lining and running the circumference of the collar are two layers of 3/8" horse hair braid reinforcement.
 - 3. The outer collar shell, also made of Xtreme Dri, has a non-woven material permanently sewn and bonded to the inside.
 - 4. Both the collar lining construction and the outer collar shell construction are sewn to two base layers of heavy duty Pellon forming the finished comfort collar.

NOTE: The entire sewing operation in the construction of the collar is "machine-sewn". Hand sewing simply cannot insure the required durability.

19. "WRAP" COAT COLLAR

There is no wrap collar on this uniform.

20. COAT TRIM

- A. All trim must be sewn to the outer coat fabric before the lining and interlining are joined to the coat. Trim sewn through the interlining and lining is not acceptable.
- B. Washable braid trim of 1/4" or wider is sewn down with two rows of stitching. This includes looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface, to inhibit puckering tendencies.

21. SEAMS

The center back seam and side body seams shall be 5/8". Seams are to be plain with a minimum of 1 ¼" - 1 ½" total outlet in the side body seams and ¾" in the back seams. Coat is to be completely machine stitched except in areas where tailoring or appearance necessitates other methods. The ends of all seams and stitching shall be back-stitched not less than ¼". Thread breaks of all stitch types must be secured by stitching back from break ½" to 1". Coat is to be tailored with a four-piece back, comprised of a center back seam and two additional back body seams curving from sleeve seam downward and running out the coat bottom.

22. THREAD

Threads used throughout the garment will be TEX 40 size, 29/2 gauge and 4.56 lb. tensile strength. All threads used are to be heat resistant, vat dyed, sunfast, dry cleanable pre-shrunk and moisture proof. In areas of multiple color trim panels, a monofilament thread may be indicated. This thread is a 330 denier and has a .008 diameter rating. The manufacturer's warranty includes all threads used throughout the uniform construction.

BIB TROUSERS SPECIFICATIONS

1. GENERAL

Bib trousers are special marching band construction and design. They shall not employ fashion tailoring techniques, materials and patterns that will not withstand the rigorous end use of band uniforms. Fashion pocketing, waistband material and construction, lightweight snaps and hooks are not acceptable. The overall fit of the uniforms should be "slimming". Uniforms should not have a baggy or oversized fit in any way.

2. PATTERNS

The patterns and style must be "contest ready" with a trim look pattern. They must have ample room for movement and be nonrestrictive for marching, in the seat, thigh and ankle area. The cuff circumference of a Bib Trousers for a 38 regular male must be 16".

3. FRONT CLOSURE

The fly zipper is brass "Y.K.K." with a double locking slide. There is a metal stop at the base of the fly zipper. The fly teeth will extend completely up to the top of the waistband. The outside fly consists of the outer shell fabric and an inner layer of shell fabric. The inside fly is constructed with the zipper tape sewn flush to the edge

4. CROTCH REINFORCEMENT

There is a "four-way" crotch reinforcement consisting of 80/20 poly cotton, 10% poly fill, 3.5 yard per pound, pre-cured finish fabric. There are four, two ply sections, one on each side of the intersection of the fly, seat seam and inseams. Crotch area is clean finished with no pieces extending from top of inseams.

5. **POCKETS**

Pockets are made of heavy duty pocketing material. The pocket is an outside “welt” style pocket located on the front upper outside of each bib trouser. Each pocket is to be 4 ½” wide at the opening and no less than 6 ½” deep.

6. **INSEAM**

The trouser is unhemmed, with the bottom edge finished all around in a serge stitch. The inseam will allow ample length for a cuff hem, and is constructed with a flat seam having a 1” outlet.

7. **SEAMS**

The center back (seat) seam is finished using two rows of locked chain stitching for seam strength and durability. It is a flat seam with a 2” outlet. The outseam is secured with a safety double seam stitch.

8. **PERMANENT SUSPENDERS**

Suspenders are made of whipcord fabric. Color shall match bib trousers. Nylon webbing shall not be used because the adjusting slide will not remain in set position under tension from movement. Suspenders are two-ply, topstitched, and have interlining for body. This will insure the adjustable slide remaining in set position; suspenders will launder or dry clean as well as the bib trousers. All hardware is unbreakable nylon as used in parachutes and life vests; unbreakable, unbendable and not subject to tarnishing or rusting. It will not cause undue abrasion during dry clean tumbling. Suspenders are self-faced and interlined with pellon. Lining of belting or pocketing is not acceptable.

9. **PERIMETER SERGING**

All exposed “raw” edges are finished with a serging stitch of no less than 10 per inch, tight to edge, to prevent fraying. Serging thread is polyester.

10. **CUFF ADJUSTMENT**

Cuffs are to be made adjustable with no less than two gripper post snaps and eight receiver snaps on both seam sides of each trousers leg. This is a total of eight gripper post snaps and thirty two receiver snaps on each pair.

SHAKO CONSTRUCTION SPECIFICATIONS

1. **GENERAL**

It is important that the shakos be made by the manufacturer of the uniforms. This will insure that all the manufacturer’s quality control practices will be followed. The practices include (but are not limited to), workmanship consistent with uniform, fabric matching, and timely delivery.

2. **BODY**

A. Shako body is vacuum-formed high impact styrene .135” gauge white plastic and has high rubber content to prevent cracking. Body is pliable and flexible to conform to wearer’s head, in an “oval” shape, rather than circular or round.

- B. There is a separate shell size for each head size.
- C. Each hat has a clear ident-a-peek pocket in the inside top with the size imprinted in ¼” letters for ease of issue. Each ident-a-peek contains a card to identify the wearer. A size sticker is also applied to the inside top.

3. COVERING

A. The fabric side covering is pulled down to the bottom edge of the shako body, then turned back 1 ½” up inside the shell. Two rows of stitching secures the side covering to the molded shell. One row is polycore poly wrap thread, lock stitched. The second row is Telex 135 poly tex thread, also lock stitched. This sewing operation extends all around the entire bottom edge of the molded shako body.

B. The two rows of stitching described in section A above, secure a total of six layers for maximum durability. These layers, from the outside to inside, are: BOTTOM SIDE BAND, VINYL HEADLINER, SIDE COVERING, MOLDED SHAKO BODY, SIDE COVERING TURNBACK and VINYL HEADLINER TURNBACK.

4. HEADLINER AND SPECIAL FEATURES

A. Headliner shall be cotton backed, expanded vinyl with embossed finish. There are six scallops with metal eyelets to receive drawstring for adjustability.

B. Headliner is turned and sewn with a lockstitch in such a manner to allow for adjustability.

C. Headliner extends around the bottom edge of the plastic body, and stitched through. This results in two layers of material (outer fabric and vinyl headliner) to secure and protect the bottom edge of the shako shell body.

D. There is a metal eyelet on each side of the hat body where the button prong passes through plastic.

E. High density polyethylene plume sockets are included and riveted to the body.

F. A metal spacer is used to affix the front chain to each side button.

5. VISOR

A. Visor is non-breakable one-piece plastic, not laminated. It is secured to the shako body with lock-stitch safety sewing.

B. Visor color is molded through entire body of visor. The material is an engineering grade copolymer with low-temperature toughness, stain proof, fade and discoloration proof, impervious to ultraviolet light (sunlight).

6. CHINSTRAP

A. Chinstrap is ¾” pliable plastic with metal buckle and roller, and has a ½” keeper.

B. There are metal eyelets at chinstrap ends where button attaches (to prevent strap from being torn by button shank).

D. There is a ¾” nickel-plated brass chinstrap hook at the rear of the shako, attached with a metal clip.

7. BUTTONS

A. Side buttons are three-piece metal.

B. Buttons consist of prongs, base plate, and face plate. Side buttons are metal with spread prongs. Plastic buttons are not acceptable.

8. Pair Cords

Style and Color to be determined during design with representative.

9. Shako Box

Plastic Shako-Mate style

Styling Specifications for Sumter High School, Sumter, SC

Shako Hats: West Point style C-114+1". This is an extra tall shako with WP concave sides. The shako top is Xtreme Dri White. The shako side and bottom bands are also XD White with a front split portion that is sublimated fabric blue and gold metallic with button attached. Front strap to be a ¾" stripe of XD Blue, grommets on each end. Side buttons are gold metal dome with heavy prongs. Visor is gold metallic. Chinstrap is clear with nickel buckle. Plume holder is placed center front. All shakos must have an ID pouch inside with removable name tags. Shakos must have chinstrap hook on the back of the shako. A plastic shako-mate style box is to be included with each shako hate.

Plumes: 14" White French Upright with Extra thick Feathers and mylar. Cup is gold.

Coats: "Fully constructed" that allows the coat to be fully machine-washable. The coat has performance-wear "Aerocool" lining for maximum breathability and comfort for the wearer. "Aerocool" lining is woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer. The coat also utilizes performance-wear canvas that is fully machine-washable. The lining must be stitched solid all around the armholes. Tacking will not be permitted. The coat has snap tape at the cuffs to allow for adjustable hems without the necessity of sewing. The sleeves are a special pattern that allows freedom of movement for the wearer. The coat also has extended shoulders to allow more comfort for the wearer. There are special pre-molded (¾" thick) firm foam shoulder pads with nylon tricot covering measuring 5" wide x 9" long at each shoulder. Comfort collar style with no mylar, no collar liner, and no hook and eye. Each coat has an identification number, as well as a barcode. Coat to be waist length style with an off center "V" notch bottom and 50/50 pattern sleeves. The coat has a upper shoulder "yoke" style that is slanted from the right sleeve to the left bottom of the armhole. The yoke portion of the coat is XD White. Set on the upper left chest portion of the white yoke portion is an embroidered old English style "S" of gold and black. The bottom portion of the coat front will be sublimated of blue, black and metallic gold with a series of triangular patterns slanting from right to left. There will be four buttons set on four gold metallic inserts. The collar is split triangular pattern soft collar with one portion being XD blue and another triangular portion of sublimated gold. The back of the collar and the entire coat back will be XD Blue. The right sleeve is XD Blue and the left sleeve is XD White. On the right sleeve is a pointed applique of XD white that lines up with and is designed to be an extension of the front "yoke" trim. There is a row of snap tape at the coat bottom left side front and back to attach the side cape. Sleeves to be 50/50 and have "FREEDOM OF MOVEMENT" and is adjustable using snap tape. Coat closure is back full length white zipper.

Jumpsuit Trousers: Bib trousers to be Fusion style with snap up legs. The bib material is Xtreme Dri Raven Black. The bib cuffs to be 16". Bib trousers are constructed with a 4-way reinforced crotch. Bibs have welted right front outside pocket. Bibs must have "easy alter" full length "Browne Outlet", back seam altering system with minimum 3" let out in center back. Snap adjustment in both cuffs. Shoulder strap slides to be nylon. Shoulder straps must be of same material as trousers and must have pellow lining and must have a 4" strip of heavy duty elastic for stretch and comfort. Stitched permanent crease. There will be no stripe.

Garment Bags: Garment Bags are 200 denier nylon with front zipper, back zipper shoe pouch and ID pouch. There is to be a one color, one location imprint.

Drum Major Uniforms: Will consist of all parts like the band uniform. Style will be similar to band, but colors will be changed. Plume will be slightly taller.

V. INFORMATION FOR OFFERORS TO SUBMIT

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your proposal. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

BID FORMS –

- Cover Pages (1 and 2)
- Bid Response Form (page 1 of 6) – Cost Schedule
- Bid Response Form (page 2 of 6) - Deviation Certification
- Bid Response Form (page 3 of 6) – Fabric Certification
- Bid Response Form (page 4 of 6) – References
- Bid Response Form (page 5 of 6) – Certification of Compliance
- Bid Response Form (page 6 of 6) – Security and Background Checks

NOTE: Offerors should include any concise supplemental materials they deem relevant to this proposal that would demonstrate their company's expertise or superior service for the services and products called for in this proposal.

VI. QUALIFICATIONS

QUALIFICATIONS – MANDATORY MINIMUM

- (a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications: Five (5) years proven experience with similar projects.
- (b) The Procurement Officer may, in his/her discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date Offeror was established and/or (2) any subcontractor proposed by Offeror.
- (c) Offerors shall be in good standing with the SC Secretary of State's Office to provide the products and/or services as specified in this RFB.
- (d) The Offeror must be knowledgeable of and shall obtain and maintain all licenses, permits, and insurance and comply with any and all other standards or regulations required by South Carolina state law and Sumter County during the performance of this contract.

VII. AWARD CRITERIA

AWARD Award shall be made to the highest ranked, responsive and responsible Offeror(s) whose offer is determined to be the most advantageous to the District.

It is the intent of the District to award a multi-term contract for the initial contract period, to begin upon award and end one (1) calendar year later. The contract may be extended by mutual agreement of both parties for an additional four (4) years, in single year increments. Additionally, the contract may be extended another two (2) years, with the approval of the Superintendent.

The District's rights to terminate the contract during the contract period will be governed by Section X. of the Special Instructions.

EVALUATION FACTORS Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance.

- A. Technical Capabilities (35 points) – The Offeror's proven expertise to provide the services at acceptable levels of quality and timeliness of completion to meet the requirements of this solicitation. Evaluation of the sample submitted, with regards to fabric, constructability, and perceived durability, will be included in this section.
- B. Experience and Qualifications (30 points) – The Offeror's ability to perform satisfactorily to meet the overall demands set forth by this solicitation. Offeror's performance based on references shall be reviewed. Offeror must include three references from other schools/districts in similar size and scope from the state of South Carolina.
- C. Cost (30 points) – Cost shall be determined from the initial order for Carvers Bay High School.
- D. Other services (5) – Warranties, repair services, and other factors shall be considered when determining which offers are most advantageous to the District. Offerors should include a concise information section in their responses outlining any specialized services or products they feel sets their company apart.

NEGOTIATIONS The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such level of ranking as determined by the Procurement Officer.

VIII. RESPONSE CONTENT

To be considered for award, all responses should include, as a minimum, the following information. **All information should be presented in the order listed:**

- A. A cover letter which includes a summary of the offeror's ability to perform the requirements described herein and a statement that the offeror is willing to perform those services and enter into a contract with the District. The Proposer shall represent and warrant that the requirements are fully understood in all matters affecting the performance of the services, furnishing of product, and tasks required to deliver the product in accordance with the specifications; that the proposal has been checked for errors and omissions; that the prices stated are correct and as intended; and that they are a complete and correct statement of prices for performance of work in accordance with the contract documents. The cover letter must be signed by a person having authority to commit the offeror to a contract.
- B. Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in Section VI. Qualifications. Include all appropriate documentation.
- C. Offeror shall include a **completed** Bid Schedule (6 pages) and the Cover Page of the Solicitation. Any offeror who submits an estimate or incomplete form may be deemed non-responsive and their response will be rejected, and therefore, not considered further.
- D. The Proposer shall submit copies of all proposed warranties, and guarantees, as well as, information regarding repair services and other services provided, as outlined in subparagraph Evaluation Factors, Section VII. Award Criteria.

THE DISTRICT RESERVES THE RIGHT TO CONSIDER HISTORIC INFORMATION AND FACT, WHETHER GAINED FROM THE OFFEROR'S RESPONSE, REFERENCES, OR ANY OTHER SOURCE. SHOULD THE REFERENCES VOLUNTEER ANY INFORMATION OUTSIDE THE SPECIFIC QUESTIONS, THIS INFORMATION MAY BE RECORDED AND USED IN THE VALIDATION STAGE.

IX. COST / CONDITION OF BID PRICE

PRICE ADJUSTMENTS Prices shall remain firm during the initial contract period. Any request for price increase must be submitted to the District at least 90 days prior to the automatic renewal date. Requests should be forwarded by registered mail to ensure delivery. Request shall be accompanied by a copy of the manufacturer's official notice of such increases. The maximum price increases will not exceed the percent change from the previous year(s) shown in the most current consumer price index (CPI) for all urban consumers (CPI-U) under "All Items" or the current market conditions as determined by the contract administrator. The District reserves the right to accept the price increases or cancel the contract and award to the next low bidder or re-bid the requirement, and will notify the contractor in writing within fifteen (15) days following the date of request. No increase shall be effective until approved by the District. It is understood and agreed that orders will be shipped at prices in effect on date shown on the District's purchase order. Any decrease in the cost of the finished product due to a general decline in the market price or other effective factors shall be forwarded to the District with immediate inception into the term contract. Price changes shall be a factor in contract renewal.

VOLUME The quantities listed on the Bid Schedule will be the initial order based on current need. Additional orders will be placed on an "as needed" basis. Individual purchase orders will be issued against the contract resulting from this solicitation. The total amount to be ordered on this contract is unknown. The amounts to be ordered on each purchase order are unknown.

X. TERMS AND CONDITIONS

- 1. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
- 2. **BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Georgetown County School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy

petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

3. **CHOICE-OF-LAW**: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE**: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.
5. **DISCUSSIONS WITH BIDDERS**: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
6. **DISPUTES**: (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by Georgetown County School District regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
7. **EQUAL OPPORTUNITY**: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
8. **FALSE CLAIMS**: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
9. **FORCE MAJURE**: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
10. **NON-INDEMNIFICATION**: Any term or condition is void to the extent it requires the District to indemnify anyone.
11. **NOTICE**: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

12. **PUBLICITY:** Contractor shall not publish any comments or quotes by Georgetown County School District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
13. **PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.
14. **SETOFF:** The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
15. **SURVIVAL OF OBLIGATION:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.
16. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
17. **THIRD PARTY BENEFICIARY:** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.
18. **WAIVER:** The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.
19. **IRAN DIVESTMENT ACT - CERTIFICATION:** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1].
20. **IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]
21. **TERM OF CONTRACT – OPTION TO RENEW (JAN 2015):** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]
22. **OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

23. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

XI. SPECIAL INSTRUCTIONS

1. **CHANGES:**

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. **COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

3. **CONTRACT LIMITATIONS:** No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

4. **CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:**

- a. Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- b. Coverage shall be at least as broad as:
 - (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
 - (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c. The District, and its officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

- d. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
 - e. Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
 - f. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
 - g. Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
 - h. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - i. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **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.
 6. **CONTRACTOR'S OBLIGATION:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. 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.
 7. **CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.
 8. **DEFAULT:** The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
 9. **DISPOSAL OF PACKAGING:** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
 10. **ILLEGAL IMMIGRATION:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
 11. **INDEMNIFICATION - THIRD PARTY CLAIMS:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor,

its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Georgetown County School District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.

12. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
13. **MATERIAL AND WORKMANSHIP:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.
14. **OWNERSHIP OF DATA & MATERIALS:** All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
15. **PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”:** 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), “Other Goods & Services” for services and/or the Producer Price Index (PPI), whichever is applicable, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.
16. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.
17. **SHIPPING / RISK OF LOSS:** F.O.B. Destination. Destination is the shipping location of the Districts' designated receiving site, as specified herein.
18. **TERMINATION FOR CONVENIENCE:** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.
19. **WARRANTY:** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

BID RESPONSE FORM
RFP #2018-007
COST SCHEDULE

Page 1 of 6

THIS PAGE MUST BE SUBMITTED WITH COVER PAGES OF THIS SOLICITATION.

This page should be placed in a sealed envelope within the proposal response. Cost proposals shall be opened and factored into the evaluation once all other criteria have been rated.

SUMTER HIGH SCHOOL BAND UNIFORMS

Quantity	Item	Unit Price	Extended Price
110	Shako Hats	\$	\$
110	Plumes	\$	\$
110	Coats	\$	\$
110	Bib Trousers	\$	\$
110	Pair of Cords	\$	\$
110	Shako Boxes	\$	\$
110	Garment Bags	\$	\$
3	Drum Major Uniforms (along with all band items)	\$	\$
TOTAL COST (PER UNIT AND TOTAL ORDER)		\$	\$

TERMS:

If awarded the contract, we agree to ship a sample uniform within ____ days and to ship the entire order within approximately ____ calendar days after approval of sample and receipt of necessary details and measurements.

Company: _____

DATE: _____

Address: _____

Telephone: _____

Signed By/Title

BID RESPONSE FORM
RFP #2018-007
DEVIATION CERTIFICATION

Page 2 of 6

THIS DOCUMENT MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED OFFICIAL OF THE COMPANY BIDDING FOR THE PROPOSAL TO BE CONSIDERED.

The "Proposal Sample" included with your proposal is to be of the quality, style, construction, workmanship, and finish as that proposed to be furnished as explained in the specification stated in Section IV of this solicitation. Deviations from the required specifications must be fully documented and explained in detail below. Otherwise, it is presumed the uniforms quoted and proposed by your company would be constructed as your complete "Proposal Sample" submitted.

I hereby confirm that the attached specifications will be fully met with the following exceptions, if any:

Company Name

Authorized Signature

Title

Date

BID RESPONSE FORM
RFP #2018-007
FABRIC CERTIFICATION

Page 3 of 6

_____, as an authorized official and employee of the company bidding, hereby certify that all materials and fabrics quoted upon and which would be used in the manufacturing of the proposed uniforms herein described will be the exact materials as called for in the specifications. The materials and fabrics, further, will be of first quality. I hereby also confirm that no seconds and no flawed materials or fabrics with imperfections of any kind will be used should our company be awarded the proposal. The specifications in this proposal encompass methods and materials yielding only the highest quality materials, components, accoutrements, and designate only time-proven tailoring of the highest standard. These standards are stated to ensure a garment having a functional lifetime retention period of 8 to 10 years, with normal care and maintenance being exercised.

Company Name

Authorized Signature

Title

Date

BID RESPONSE FORM
RFP #2018-007
REFERENCES

Page 4 of 6

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

Type of service provided: _____ **Date service provided:** _____

Email address: _____

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

Type of service provided: _____ **Date service provided:** _____

Email address: _____

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

Type of service provided: _____ **Date service provided:** _____

Email address: _____

BID RESPONSE FORM
RFP #2018-007

CERTIFICATION OF COMPLIANCE

Page 5 of 6

I, the undersigned, have read Solicitation #1712014 and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

Furthermore, I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Additionally, I affirm that all materials and products (to include, primers, adhesives, cleaners, etc.) proposed in the execution of this contract are “asbestos free”.

Proposal Preparer (please print)

Proposal Preparer (signature)

Company Name

Company Address

Telephone Number

Fax Number

Email address (if available)

BID RESPONSE FORM
RFP #2018-007
SECURITY AND BACKGROUND CHECKS

Page 6 of 6

RESPONSIBILITY FOR SAFETY AND SECURITY: The safety and security of District staff, students and the general public are of utmost priority to the District. To that end, the Contractor shall be responsible for ensuring that the Contractor, and anyone enjoined to the Contractor comply with the following:

- a. **NO drugs or alcohol on District property or adjacent thereto.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- b. **NO knives, firearms or other weapons on District property or adjacent thereto.** The offending party shall be reported to authorities and arrested.
- c. **NO fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, or District representatives, agents, or employees.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- d. **NO improper attire or actions while on District property or adjacent thereto.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- e. **NO smoking on District property.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- f. Take all necessary precautions to ensure minimal loss of utilities and facilities required by the occupants of any existing building or facilities and minimal disruption of the educational process.
- g. Secure **SLED (State Law Enforcement Division) criminal background checks** on all Contractor and subcontractor representatives, agents and employees performing work on District property, and produce proof of such background checks upon request of the District.
- h. Take all necessary precautions to protect students, parents, visitors or District representatives, agents or employees as well as property belonging to those individuals or other third parties during the contract term. **Failure to meet the requirements of conduct in this paragraph, as determined by the District, may result in arrest and/or payment of fines, or stoppage of performance until corrective action is taken, with no increase in contract price or contract term. In addition, the Contractor may be subject to payment to the District of all reasonable costs incurred by the District as a result of non-conformance to this paragraph.**
- i. Contractor/Subcontractor's must stipulate that they are responsible for running a **National Sex Offender Registry check** on their employees who work in schools.

By signing below, the bidder agrees to prohibit any employees or sub-contractor employees from performing work or services at Georgetown County School District if they are deemed to be Registered Sex Offenders, or pose a known criminal danger to children or staff. The vendor hereby agrees to run a National Sex Offender Registry check (<http://www.nsopr.gov/>) or equivalent on all employees or sub-contractor employees who may be in the proximity of school children or staff. This check must be done by the vendor prior to performing any work or services at Sumter School District.

Authorized Signature: _____ Date: _____

Bidder/Company name (Please print): _____