

SUMTER SCHOOL DISTRICT 1345 WILSON HALL ROAD SUMTER, SC 29150	Solicitation Number : RFP #24-025 Date Issued: October 17, 2024 Procurement Officer: Dee Cook Phone: (803) 469-6900 Fax: (803) 469-6144 E-Mail Address: dee.cook@sumterschools.net
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DESCRIPTION:	Food Service Employee Uniforms and Shoes
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The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: (Opening Date/Time):	November 13, 2024 @ 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:	October 29, 2024 @ 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
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CONFERENCE TYPE: N/A DATE & TIME: N/A As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: <p style="text-align: center;">N/A</p>
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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)	DATE SIGNED

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.)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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 # _____

_____ 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.

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, October 17, 2024
Pre-Bid Conference	N/A
Deadline for Questions	Tuesday, October 29, 2024 – 5:00PM
Issue Responses to Question (estimate)	Thursday, October 31, 2024
Deadline to Submit Bid	Wednesday, November 13, 2024 – 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 uniforms and shoes for the district’s food service employees, on an “as-needed” basis, which meet the specifications and requirements, contained herein. The awarded vendor shall enter into a term contract to provide 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.

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 solicitation documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the solicitation shall govern.

III. INTRODUCTION

Sumter School District has approximately 192 regular employees and 50 substitute employees. The District’s is striving to procure the best quality uniforms at the most economical price as to provide as many items as possible for our employees. Items are to include men’s and women’s pants, tops, jackets and shoes.

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

Uniforms must withstand extensive wear and tear as well as frequent washing. Therefore, it is imperative that the District invest in uniforms of high quality. 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.

4.2 PROPOSAL SAMPLE

No samples are required at this time, however, samples will be requested if a vendor is selected for further consideration.

4.4 MATERIAL

All fabrics specified are to be first quality and properly labeled as to weight and fiber content as required by Federal Law. Seconds will not be acceptable.

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 15 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 delivery 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 and delivered as already specified.

4.9 LABELING

All basic uniform garment 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 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(s). Said representative shall be responsible for 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 purchase of the uniforms. Identify the specific individual who would serve the District on a day-to-day basis as a primary point of contact and be responsible for the service of the bidder responding to telephone calls and emails in a timely matter.

4.11 CUSTOMER INSTRUCTION MANUAL

The successful Offeror shall supply a booklet/catalog designating included in the proposal each uniform in sequence from smallest size to largest.

4.12 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 or the awarded vendor will make good on any and all deficiencies by providing exchanges for unacceptable goods.

4.13 CARE AND MAINTENANCE INFORMATION

Simple care and maintenance such as machine wash and tumble dry without significant shrinkage is a must.

4.14 GUARANTEED DELIVERY

Orders shall be received within 15 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.

4.15 PAYMENT

The District's payment terms are net 30 days after receipt of order/invoice. 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.

4.16 OTHER ITEMS

The items specified herein are sample of uniform items in which the district is seeking. These exact items or comparable items will be considered.

1. GENERAL SPECIFICATIONS

Both men's and women's pants will be black in color with no bell bottoms or "V" cut leg bottoms. Draw strings of any kind, whether in the waist or pant leg are not permitted. Sizes will range from Small to 5X. At least one style to be available in petite and tall sizes.

Tops will be a range of styles to include polo shirts and unisex V-neck tunic. Colors will be Royal Blue, Shocking Pink or comparable color such as Electric Pink, or Tropical Pink, and Grape. Sizes will range from small to 5X. At least one style to be available in petite and tall sizes.

Shoes will be of a leather type material upper with skid resistance rubber soles. Closed toe and heel are required. Both lace up and slip on styles are requested. Women's sizes to range from sizes 5-13. Also, in widths of Narrow, Medium and Wide. Men's sizes are to range from 8-14 in medium and wide widths. Not all styles are expected to come in all widths for women or men, but a selection of at least two are requested.

Important Note:

The items on the next page (page 11) are Brands and styles previously purchased and are for sample purposes only. In an effort to not limit competition and to offer equal opportunity to all vendors, bidders may either bid on these items or others deemed comparable and of high quality.

Revolution:

Style	Regular	Plus Size	Talls	Colors
WW011 Natural Rise Tapered Leg Jogger Pant				Black
WW610 Mock Wrap Top				Royal, Electric Pink, Grape
WW310 Snap Front Jacket				Royal, Electric Pink, Black

Originals/Wonderwink:

Style	Regular	Plus Size	Talls	Colors
4770 Snap Front V-Neck Top				Royal, Shocking Pink, Grape
4700 V-Neck Top				Royal, Shocking Pink, Grape
4350 Snap Front Warm-Up Jacket Round Neck				Royal, Shocking Pink, Black
4200 Natural Rise Pull-on Cargo Pant				Black
4777 Unisex V-Neck Tunic				Royal, Shocking Pink, Grape
5016 Modern Fit Elastic Cargo Pant				Black

Flexibles:

Style	Regular	Plus Size	Talls	Colors
2874 V-Neck Knit Panel Top – Black Contrast				Royal, Shocking Pink
2968 V-Neck Knit Panel Top – Tonal				Royal, Grape
1031 Mid-Rise Knit Waist Pull-on Pant				Black

Sanmar:

K500/L500 Polo Shirt				Royal, Tropical Pink, Purple
PT20 Industrial Work Pant				Black
PT88 Industrial Cargo Pant				Black

Women's Shoes: H = half | W = wide | N = narrow

Fila Workshift		Sizes 6-11 (7HW-11W)
Klogs Boca		Sizes 5-13 (5N-12N) and (6W-14W)
Cherokee Flow		Sizes 5-11 (5H-9H) (7HW-11W)
Nursemates Dove		Sizes 5-12 (5H-9H) (6W-12W)

Men's Shoes: H = half | W = wide | N = narrow

Fila Workshift		Sizes 8-13 (8H-10H) (8HW-13W)
Cherokee MFly		Sizes 8-13 (8H-10H) (no wide)
Cherokee MFlow		Sizes 8-13 (8H-10H) (8HW-13W)

V. INFORMATION FOR OFFERORS TO SUBMIT

BID FORMS A cost or pricing schedule is not included. The bidder will submit the cost portion of their proposal on their own quote form. 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.

COST PROPOSALS WILL BE IN A SEPARATE ENVELOPE FROM THE REST OF THE PROPOSAL AND MARKED "COST PROPOSAL", WITH THE BIDDERS NAME, AND RFP#24-025 UNIFORMS.

BID FORMS –

- Cover Pages (1 and 2)
- Bid Response Form – Cost Schedule – bidders quote form (SEPARATE ENVELOPE)
- Bid Response Form (page) – References
- Bid Response Form (page) – Security and Background Checks

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 in said business.

(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 RFP.

(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 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.
- 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) –
- 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 States 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. 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]
20. 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]
21. 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 \$2,000,000 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 \$2,000,000 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 Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Sumter 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 #24-025
REFERENCES

Page 1 of 2

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 #24-025
SECURITY AND BACKGROUND CHECKS

Page 2 of 2

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): _____