



City of
Tega Cay, South Carolina

www.tegacaysc.org

7725 Tega Cay Drive
Tega Cay, SC 29708

Phone: 803.548.3512
Fax: 803.548.1400

BID OVERVIEW

DATE: October 14, 2024

DESCRIPTION OF WORK: Youth Sports Uniforms for City of Tega Cay Baseball, Flag Football, and Softball Leagues

PERIOD OF CONTRACT: January 1, 2025-December 31, 2027, with the option to renew for (3) consecutive (1) year terms.

ISSUING AGENCY: City of Tega Cay
7725 Tega Cay Dr.
Tega Cay, SC 29708

LOCATION OF SERVICE: Tega Cay Parks & Recreation
7727 Tega Cay Dr.
Tega Cay, SC 29708

CONTACT PERSON: Dustin Overton, Parks & Recreation Director
803-548-3512
doverton@tegacaysc.gov

The City of Tega Cay reserves the right without prejudice to reject, in whole or in part, any and all bids received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such bids. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the City. It also reserves the right to be the sole judge of the suitability of any and all bids for use by the City.

The City of Tega Cay reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous bids or bids which are uncertain as to terms, delivery, quantity of compliance with specifications.

BID PURPOSE AND DESCRIPTION

The City of Tega Cay is accepting sealed bids from qualified Offerors to establish a contract to provide youth sports uniforms for the Tega Cay Parks & Recreation Baseball, Flag Football and Softball Leagues. All responses to this request must be received no later than **2:00 PM EST, December 5, 2024**. Qualifications received after this date and time shall be returned unopened.



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The City of Tega Cay wishes to hire a qualified uniform provider to supply the Parks & Recreation Baseball, Flag Football and Softball Leagues. The successful Offeror will enter into an agreement with the City of Tega Cay (the “City”), starting January 1, 2025, through December 31, 2027. All Offeror’s shall be able to provide professional services adhering to national, state, and local requirements, codes and applicable standards.

SCOPE OF SERVICES

All Bids must be made on the basis of and meet or exceed the requirements contained herein. The successful Offeror must be able to provide uniforms and pricing as specified for the Baseball, Flag Football and Softball Leagues, to include the following:

1. Required uniform specifics for each league:
 - a. Baseball
 - i. Tiny Tees/Advanced T-ball (Est. Quantity/Season 280): Augusta Nexgen Wicking T-Shirt or equivalent, Minors Replica Outdoor Cap Hat or equivalent, Augusta Athletic Socks or equivalent
 - ii. Coach Pitch (Est. Quantity/Season 182): Augusta Nexgen Wicking T-Shirt or equivalent, Richardson 212 Snapback or equivalent, Augusta Athletic Socks or equivalent
 - iii. Minors (Est. Quantity/Season 142): Under Armor Ignite Jersey, Outdoor Cap Minors Replica Hat or equivalent, Augusta Athletic Socks or equivalent
 - iv. Majors (Est. Quantity/Season 96): Under Armor Ignite Jersey, Outdoor Cap MLB Replica Hat or equivalent, Augusta Athletic Socks or equivalent
 - v. Juniors (Spring Season Only) (Est. Quantity 48): Under Armor Ignite 2-Button Jersey, Outdoor Cap MLB Replica Hat or equivalent, August Athletic Socks or equivalent
 - b. Flag Football (Est. Quantity/ Season 450):
 - i. August Nexgen Wicking T-Shirt or equivalent, Augusta Athletic Socks or equivalent
 - c. Softball (Est. Quantity/ Season 150):
 - i. Champro Infinite 2-button SS style or equivalent, Augusta Athletic Socks or equivalent
 - d. Coach (Est. Quantity/ Season 450):
 - i. Richardson 112, Snapback Hat or equivalent with two (2) color embroidery
 - ii. Jerzees Dri-Power 29MR style, 50/50 ploy/cotton blend or equivalent with two (2) color print front and one (1) color print back
2. Required printing specifics for each uniform:
 - a. Front: Single color print including team name/logo (Minors, Majors, Juniors Uniforms multi-color team name/logo)



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- b. Back: Single color print including team sponsor and number
- c. (Hat) Front: Coach Pitch hat multi-color print college team logo
3. Offeror is required to deliver uniforms no later than fifteen (15) business days from order date.
4. Offeror is required to send an estimated quote no later than five (5) business days from order date.
5. Offeror must include applicable sales tax and delivery fees as part of the bid.

BID SUBMISSION SPECIFICATIONS AND REQUIREMENTS

1. Bids should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete bid:
 - a. A written narrative statement to include:
 - i. Experience in providing the goods/services described herein
 - ii. Names, qualifications and experience of personnel to be assigned to the project.
 - b. Detailed cost per uniform set for each league broken down by cost per product, ie. hat, jersey, socks.
 - c. Detailed uniform cost increases over (3) three year contract period.
 - d. Copies of relevant current licenses.
 - e. Three letters of reference.
2. Bids shall be signed by an authorized representative of the Offeror. All information required should be submitted. Failure to submit all information required may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the bid. Bids that are incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
3. Bids should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the request for bid. Emphasis should be placed on completeness and clarity of content.
4. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the request for bid shall belong exclusively to the City and be subject to public inspection in accordance with the South Carolina Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the South Carolina Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the Code of South Carolina, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or material to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs



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that constitute trade secret or proprietary information. The classification of an entire bid document, line-item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.

Offerors must submit two (2) hard copies of their bid. Bids shall be sealed and labeled Baseball, Flag Football, Softball Uniform Bid. Bids can be mailed, or hand delivered to the City of Tega Cay (7725 Tega Cay Dr.). All Bids must be received by no later than **2:00 PM EST, December 5, 2024.**

All questions pertaining to this RFB must be submitted in writing by emailing doverton@tegacaysc.gov no later than 5:00 PM (EST) on November 15, 2024. Only written questions will be considered formal.

EVALUATION CRITERIA AND SELECTION PROCEDURE

The City shall have sole discretion in evaluating qualifications. The City reserves the right to select the qualifications that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all qualifications, including that of the selected firm if satisfactory contract negotiations cannot be concluded.

****The City of Tega Cay pays SC Sales Taxes in the amount of 7%. However, the City is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM BID COSTS.**

GENERAL TERMS AND CONDITIONS

1. RECEIPT AND OPENING OF SEALED BIDS:
 - a. Sealed bids will be received and opened as specified in this request for bid document.
 - b. The City will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
2. PREPARATION OF BID:
 - a. All bids will be evaluated in accordance with the responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the RFB Evaluation requirements will be considered non-responsive and removed from further consideration.
 - b. A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in



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- ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c. All information shall be typewritten.
 - d. Two (2) hard copies submitted in a sealed envelope. The submitted responder is required to have printed on the envelope or wrapping containing their bid: responder business name and address and the bid title. If forwarded by mail, the sealed envelope containing the bid must be enclosed in the outer envelope. The City shall not be responsible for unidentified bids.
 - e. Responders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. The City is not responsible for bids delayed by mail and/or delivery services of any nature. It is the responder's sole responsibility to ensure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions will be accepted.
 - f. Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or his agents for its determination in this regard.
 - g. Each responder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each responder's responsibility to assure that all addenda have been received. Addenda, if any, will be posted on the RFP/Bid page of the City's website. No claim for failure to receive addenda will be considered.
3. **RESPONDER QUALIFICATIONS:**
To be acceptable to the City, responders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.
4. **EXECUTION OF CONTRACT:**
The responder to whom an award is made shall deliver to the City a Certificate of Insurance, listing the City of Tega Cay as additional insured, prior to execution of the contract.
5. **TERM OF CONTRACT AND CONTRACT DOCUMENTS:**
- a. The contract documents that will form the contract shall include:
 - i. The Complete Request for Bids
 - ii. All Addenda
 - iii. The Successful Responder's Submitted Bid Document
 - iv. Notice of Award (Verbal or Written)
 - v. Executed Contract



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- b. Bids submitted must be in a form suitable for incorporation, verbatim, into the contract.
 - c. No written contract may be assigned, sublet, or transferred without the written consent of the City Manager.
6. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:**
The City reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder (if applicable).
7. **LAW AND REGULATIONS:**
The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
8. **9) METHOD OF AWARD:**
 - a. Contracts will be awarded to the responder whose bid appears to serve the best interest of the City. The successful responder will be determined as prescribed herein this document.
 - b. The City reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its sole judgment to be in the best interests of the City, or to waive any and all technicalities and informalities in determining the action of each bid.
9. **OBLIGATION OF RESPONDER:**
At the time of the opening of Bids, each responder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this RFB.

VENDOR AGREEMENTS

1. **STATEMENT OF RIGHTS:**
The City reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. The City reserves the right to accept or reject any and all bid, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. The City also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.
2. **GENERAL TERMS:**



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Each responder by submitting a response to the City as a result of this RFB, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable the City RFB document. Agreement is evident by the submission of a response to the City. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City, the offer of the firm in question will be void and the City will procure the goods/services in question from other eligible vendors.

3. SPECIFIC TERMS:

- a. Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful responder will be held responsible, therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- b. Any attempt by a vendor to influence the opinion of the City staff, or City Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to the City will be evaluated based on the current City Code and the offer as presented to the City on the date/time specified in the given solicitation.
- c. The City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- d. All vendors are informed that the City Manager may exercise the City's option to extend the contract and/or purchase order under the provisions of City Code should such extension be mutually agreeable between the City and the selected vendor.
- e. The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City and shall have no power or authority to bind or obligate the City in any manner, except City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or



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- use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or their employees, agents, and servants by reason of this contract.
- f. The responder will act in an independent capacity and not as officers or employees of the City. The vendor shall indemnify, defend and hold harmless the City, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
 - g. The successful vendor shall indemnify and hold harmless the City, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
 - h. It is the responsibility of the prospective responder to review the entire request for bids packet and to notify the City Manager's Office if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the City Manager's Office not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
 - i. Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, the City may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
 - j. The City may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
 - k. Submit two (2) hard copies of your response.
 - l. All submittals become the property of the City.
 - m. All bids (and supporting documents) will be retained by the City for a period of one hundred twenty (120) days from the date the Bids are opened after the opening hour commences.



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- n. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

The successful Offeror will enter into an agreement with the City of Tega Cay to provide youth uniforms within the specified time following uniform requirements or agreed upon alternatives. The agreement shall include a provision to terminate within ninety (90) days by either party.