	<h1>Berkeley County School District</h1> <h2>FIXED PRICE BID</h2>	Solicitation Number: # 770-(25-26) Date: June 16, 2026 Procurement Official: Lisa Burke Phone: (843) 899-8655 E-Mail Address: burkel@bcstdschools.net
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DESCRIPTION: **PROMOTIONAL PRODUCTS, EMBROIDERED APPAREL AND SCREEN-PRINTED APPAREL**

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

SUBMIT OFFER BY: **Tuesday, July 21, 2026 at 2:00PM** See "Deadline for Submission of Offer" provision
NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

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

SUBMIT YOUR SEALED OFFER TO:

Berkeley County School District, Procurement Office
Attention: Lisa Burke
107 East Main Street
Moncks Corner, SC 29461
Ref: FPB # 770-(25-26)

See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on or before July 27, 2026 . The award, this solicitation, and any amendments will be posted at the following web addresses: Solicitations & Amendments: Solicitation Postings Award Notices: Award Postings It is the responsibility of the offeror to check this website for amendments.
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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 sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Small (15 employees or less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	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, partnership, sole proprietorship, etc.

STATE OF INCORPORATION	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO.	

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code</td> <td style="width: 25%;">Number</td> <td style="width: 25%;">Extension</td> <td style="width: 35%;">Facsimile</td> </tr> <tr> <td colspan="4">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
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)
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<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	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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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY**

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

___ In-State Office Address same as Home Office Address

___ In-State Office Address same as Notice Address (check only one) **PREFERENCES DO NOT APPLY**

End of Page Two

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work / Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. General**
 - B. Special**
- VIII. Bidding Schedule / Cost Proposal**
- IX. Attachments to Solicitation**
 - A. Offeror's Checklist**
 - B. Questionnaire**
 - C. Drug-free Workplace Certification**
 - D. BCSD Substitute W-9 (fillable)**

I. SCOPE OF SOLICITATION

It is the intent of the Berkeley County School District to establish a source of supply for the purchase of promotional products and embroidered or screen-printed apparel for all District schools and departments. Purchases by schools and departments are optional. Products offered shall be new and unused. The District has established a minimum discount of 20% from the current list price for all offered catalogs.

ACQUIRE SUPPLIES/EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

MAXIMUM CONTRACT PERIOD – ESTIMATED (JAN 2006):

Start date: September 29, 2026 End date: September 28, 2031. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract - Effective Date/Initial Contract Period”. [01-1040-1]

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one-year renewal options. The maximum potential contract life is five (5) years The Superintendent may extend this contract for an additional two (2) years through September 28, 2033.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

1. AMENDMENT means a document issued to supplement the original solicitation document.
2. BCSD means Berkeley County School District.
3. BOARD means Berkeley County School District Board of Trustees.
4. BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
5. BUYER means the Procurement Official.
6. 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.
7. CONTRACT means all types of Berkeley County School District agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.
8. CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer to order without the consent of the contractor.
9. CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
10. COOPERATIVE PURCHASING means procurement conducted by, or on behalf of, more than (1) public procurement unit.
11. 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.
12. DAYS means calendar days.
13. DISTRICT means the Berkeley County School District (BCSD).
14. OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
15. 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.
16. PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
17. PARTICIPANT refers to various participants in a bond issue (bond counsel, credit enhancers, financial advisor, issuer, paying agent, solicitor, trustee, underwriter).
18. PROCUREMENT OFFICIAL/OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
19. SOLICITATION means this document, including all its parts, attachments, and any Amendments.

20. 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.
21. US or WE means Berkeley County School District.
22. WORK means all labor, materials, equipment, and services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
23. YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments <https://bcsextranet.bcsdschools.net/SolicitationPostings/> (Departments/Financial Services/Procurement).

- (b) Offerors shall acknowledge receipt of any Amendment to this solicitation
- (1) by signing and returning the Amendment,
 - (2) by identifying the amendment number and date in the spaces provided for this purpose on Page Two
 - (3) by letter, or
 - (4) by submitting a bid that indicates in some way that the bidder received the Amendment.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015): 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 District official authorized to bind the District with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MODIFIED): 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 can be found in the Schedule and Activities section of the solicitation. 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 if the contract resulting from this Solicitation has a total or potential value in excess of one hundred thousand dollars, award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (MODIFIED): By submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with Berkeley County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. 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.

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

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BID FORMS (BCSD): Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. 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.

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by 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 nonresponsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (MODIFIED): The Berkeley County School District Procurement Code is available at [Berkeley County School District Procurement Code](#).

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

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (MODIFIED): Any offer received after the Procurement Officer of Berkeley County School District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Berkeley County School District Office of Procurement as instructed on the Cover page prior to the bid opening.

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015): 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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008) 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. [02-2A075-2]

GOVERNING TERMS AND CONDITIONS (BCSD): Bids shall be submitted subject to the indicated Terms and Conditions, BIDDER'S TERMS AND CONDITIONS OF SALE WILL NOT BE CONSIDERED. Bidder shall be deemed to have accepted BCSD Terms and Conditions by the submittal of a bid.

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

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in your price that the District may be required to pay. [02-2A080-1]

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]

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more-line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-2]

PROTESTS (MODIFIED): (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Business Official. The rights and remedies mentioned above are not available for contracts with an actual or potential value of up to fifty thousand dollars.

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer.

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (MODIFIED): Offers will be publicly identified at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. The District will collect all Bids up until the deadline posted herein and conduct a public bid opening. Pricing will be read aloud at this time.

QUESTIONS FROM OFFERORS (FEB 2015):

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page or Addendum. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] 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. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All contact should be directed to Lisa Burke, Procurement Specialist. No company should contact other District staff directly. All questions should be directed in writing no later than date and time listed on Cover Page or Addendum to Lisa Burke, via email at burkel@bcstdschools.net.

REJECTION/CANCELLATION (JAN 2004): The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015):

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as 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.

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

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror.

(a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

(b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner.

(c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

(d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

(e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

DISTRICT OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District's office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to 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. [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED – FEB 2015): For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED): When submitting a paper offer or modification the following instructions apply.

- (a) 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).
- (b)
 - (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package.
 - (2) Submit your offer or modification to the address on the Cover Page.
 - (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof.
- (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.
- (d) Submit the number of copies indicated on the Cover Page.
- (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its 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 S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS

B. SPECIAL INSTRUCTIONS

BOARD APPROVAL REQUIRED (DEC 2015): Any award is subject to prior approval by the BCSD Board. Regularly scheduled Board meetings ordinarily occur pursuant to a published schedule. [02-2B015-2]

CLARIFICATION (NOV 2007): Pursuant to Section 1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

BID SUBMITTAL: The District requires that one (1) original copy of the bid, be submitted to the Procurement Office no later than the deadline specified to receive bids. Any bids received after the scheduled deadline will be disqualified immediately in accordance with the District's policy. All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. The District assumes no responsibility for unmarked or improperly marked envelopes.

BID SAMPLES OR DESCRIPTIVE LITERATURE: Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19445.2077D.

OFFERING BY ITEM: Offers may be submitted for one or more items.

PRICE AS DISCOUNT: Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described.

PROTEST – CHIEF FINANCIAL OFFICER (JUN 2006): Any protest must be addressed to the CHIEF FINANCIAL OFFICER, Berkeley County School District, and submitted in writing

(a) by email to marcie@bcstdschools.net,

(b) by facsimile at (843) 899-8791, or

(c) by post or delivery to Marcie Abrahamson, CFO, BCSD, 107 East Main St, P.O. Box 128, Moncks Corner, SC 29461.

[02-2B122-1]

SCHEDULE & ACTIVITIES (BCSD): 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 Fixed Price Bid	June 16, 2026
Deadline for Questions	June 30, 2026
Issue Responses to Questions (anticipated)	July 7, 2026
Deadline to Submit Bid	July 21, 2026 @ 2:00pm
Issue Notice of Award (estimate)	July 27, 2026
Board Approval (estimate)	Initial – August 3, 2026; Final – August 17, 2026
Contract Start Date	September 29, 2026

III. SCOPE OF WORK/SPECIFICATIONS

3.0 GENERAL:

Berkeley County School District (BCSD) is seeking to establish a source or sources of supply through a multi-term contract with multiple qualified Contractors for the purchase of promotional products, embroidered apparel, and screen-printed apparel. Apparel will be worn by the District's Staff and includes, but is not limited to, polo shirts, denim shirts, t-shirts,

sweatshirts, sweatpants, shorts, fleece jackets and vests, caps and hats. Promotional and specialty items that support District branding and employee recognition programs may include, but are not limited to, bags, drinkware, lanyards, pens, notebooks, awards, decals, magnets, and other promotional products customarily available through the Contractor's catalog.

The Contractor shall provide all labor, materials, equipment, transportation, artwork preparation, setup, production, customization, taxes, freight, and all other items necessary to furnish custom branded merchandise for District use. All pricing shall be inclusive of all costs associated with production, excluding only those specifically identified in this solicitation.

The District has over 6,000 employees. Orders will be placed by schools and departments on an as-needed basis. Order sizes will vary. The District may make multiple awards and does not guarantee any minimum quantity or dollar amount of purchases.

In addition to handling purchases from various District schools and departments, contractors shall be able to process individual purchases by District employees who wish to purchase their own clothing items using cash or a personal debit/credit card, paying tax and receiving the contract prices.

Contractor shall clearly distinguish between District-issued purchase orders and individual employee purchases. Individual purchases shall not be invoiced to the District.

Products offered shall be standard and continuing items in the Manufacturer's product lines and shall be identified by catalog numbers from its published on-line catalog. The Manufacturer should provide -- at no charge -- a printed catalog, brochure, specifications, or other product information to District customers upon request.

See **VII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL** for product categories. Bidders may bid on any number of Lots listed on the Bidding Schedule.

The District reserves the right to add or remove product categories when determined to be in its' best interest.

3.1 CONTRACTOR'S ON-LINE CATALOG/PRODUCT LINE AND PRICING:

- A. Contractor shall provide a minimum discount of twenty percent (20%) from its current published list price for all products offered under this contract. Bidders may offer a greater discount. The discount percentage awarded shall remain firm throughout the contract term and any exercised renewal options.
- B. Contractor's Catalog/Product Line and List Price, in effect at the time of bid submission, shall be available and accessible from the Contractor's website. **Bidder shall provide an active link to the Contractor's website as required under Section VIII – Bid Schedule.** This link must remain active and current throughout the life of the contract and must contain current product lines.
- C. No specialized catalogs in lieu of the Contractor's List Price is acceptable or price schedules generated specifically for this solicitation.
- D. New product lines that are covered under the scope of this solicitation and are not specifically excluded from the contract, may be added within the initial term and when separately published product information and pricing is available on the Contractor's website. The separately published product information and pricing may be replaced when, after the initial term the product and pricing is incorporated into updated List Pricing.
- E. If Contractor expands its contract offerings outside of the originally awarded categories, Contractor must submit necessary documentation in accordance with **BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING (JAN 2006) in Section VI.**
- F. To accommodate changing needs, the District reserves the right to request pricing for, and purchase, additional products and supplies from our contracted supplier(s). Any additional items or products not currently specified on the bid schedule contained herein may be added, and shall be offered, at a price consistent with the products currently listed on the contract.
- G. District users shall have access to the Contractor's website with the following minimum information that is easy to access and identify:

- Contractor's Product Line/Catalog to include all offered products to be considered for award.
- Contractor's model/part/stock number and description/picture/drawing of all offered products.
- Contractor's List Price for all offered products.
- Clear identification of decoration options and associated pricing or links to pricing tables.
- Estimated production timelines.

Convenience and accessibility to information on the website is key.

3.2 ARTWORK, CUSTOMIZATION AND PROOFING:

- A. All District logos and artwork remain the property of the District and shall not be reproduced or modified without authorization.
- B. Contractor shall charge no more than one (1) setup or digitizing fee per new logo or design. Repeat orders using previously established artwork shall not be subject to additional setup charges.
- C. Contractor shall provide a digital proof for all orders requiring decorations.
 - A. Production shall not begin until written or electronic approval of the proof is received from the District.
 - B. Initial digital proofs shall be provided within five (5) business days after receipt of the order and all necessary artwork or design information.
 - C. Contractor shall provide up to two (2) proof revisions at no additional cost. Additional revisions requested by the District may be subject to reasonable charges, provided such charges are disclosed in the Bid Schedule.
 - D. Revised proofs shall be provided within two (2) business days after receipt of the District's requested changes.
 - E. Screen printing and embroidery services, including all necessary setup, artwork preparation, and production. Decoration services shall include, at a minimum:
 - Screen printing (1-color, multi-color, and specialty prints)
 - Embroidery (various stitch counts)
 - Standard placement locations (left chest, full front, full back, sleeve, cap front)

3.3 SET-UP CHARGE:

- A. If required, Contractor shall charge one (1) set-up fee per logo/design. Future and/or repeat orders of a prior purchase shall NOT be subject to a set-up charge.
- B. The initial setup fee may be charged per order. It shall not be charged per number of products.
- C. Set-up fees shall include all screen preparation or digitizing costs unless otherwise specified.

3.4 ORDERING PROCEDURES:

- A. Upon request by a District school or department, the Contractor shall provide a written quotation for all products and services prior to order placement.
- B. All quotations shall clearly identify and itemize: product description and manufacturer or catalog item number; published catalog or list price for each item and contract discount percentage.
- C. All decoration, personalization, customization, setup, digitizing, engraving, embroidery, screen-printing, artwork, proofing, shipping, rush-order, or other applicable charges shall be as separate line items.
- D. Quotations shall clearly demonstrate that the contract discount has been applied to the Contractor's published catalog or list price prior to the addition of any approved customization or personalization charges.

- E. The District reserves the right to request supporting catalog pricing documentation to verify compliance with the awarded discount percentage.

3.5 MINIMUM ORDERS, SHIPPING AND SURCHARGES:

- A. Contractor shall not impose minimum order quantities, minimum shipping quantities, or minimum dollar values to receive contract pricing.
- B. Contractor may offer additional volume discounts for larger purchases.
- C. No surcharges of any type can be applied to invoices for contract purchases. The District shall be reimbursed for any charges that were applied and erroneously paid by a District user.
- D. All pricing shall be inclusive of all costs associated with production, excluding only those specifically identified in this solicitation.

3.6 INVOICING REQUIREMENTS

- A. Contractor shall submit invoices only after products have been delivered and accepted by the District, unless otherwise authorized in writing.
- B. Invoices shall clearly demonstrate that the awarded contract discount was applied to the Contractor's published catalog or list price prior to the addition of any approved customization or personalization charges.
- C. Lump-sum billing is not acceptable. All charges shall be separately identified and itemized.
- D. Charges not identified in the Contractor's awarded pricing schedule or otherwise approved by the District shall not be invoiced.
- E. The District reserves the right to audit invoices and supporting documentation to verify compliance with contract pricing.

3.7 DELIVERY:

- A. Deliveries shall be FOB destination, freight prepaid, inside delivery.
- B. Cost of shipping and delivery must be included in the item price on the bid schedule. No additional charges for shipping shall be allowed.
- C. Rush order capability shall be available and clearly defined, including turnaround time and any associated costs. The Contractor shall not proceed with an expedited shipment until the District has agreed to any additional costs and acceptable terms are agreed upon.
- D. Contractor shall notify the District immediately of any anticipated delivery delays.
- E. Delivered orders shall arrive in a clean and organized fashion. All products shall be properly packaged to prevent damage during shipment. Orders shall be sorted and labeled by school/department when applicable.
- F. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the district. Any claim for loss or damage shall be between the contractor and carrier.

3.8 QUALITY & WARRANTY:

- A. All products furnished under this contract shall be new and unused. Refurbished or remanufactured products will not be accepted.
- B. Contractor shall guarantee workmanship and materials in accordance with industry standards. All decorated apparel shall meet industry standards for quality. Screen printing shall be free from cracking, peeling, or misalignment. Embroidery shall be clean, secure, and free of loose threads.

- C. Contractor shall replace, at no cost to the District, any defective, damaged, incorrectly customized, or incorrectly shipped products.
- D. The District reserves the right to reject and require replacement or credit for defective or non-conforming items at no cost.

3.9 SAMPLES AND FITTING SERVICES:

- A. Bidder must be able to ship, or deliver, samples to schools/departments, if needed. Sample requests shall be fulfilled within 5 business days.
- B. The awarded Contractor(s) shall provide apparel items for employees to try on. District employees must be able to determine fit prior to placing orders for apparel items.

3.10 ESTIMATED QUANTITIES:

The quantities of products purchased under this contract are estimates only. Actual purchases may vary. The District does not guarantee any minimum purchase quantity or contract value.

3.11 PERCENTAGE DISCOUNT:

Bidder shall provide the District with a percentage discount from suggested retail price on all items.

In addition to the percentage discount, bidders shall provide firm, fixed pricing for a representative list of core items and decoration types as identified in the Bid Schedule for evaluation purposes.

The percentage discount shall be firm throughout the contract term and any renewals of the contract.

3.12 REPORTING:

Contractor shall provide usage reports upon request, and at minimum annually, including:

- Total spend
- Quantity of items ordered
- Description of items ordered
- Ordering departments/schools

3.13 MULTIPLE AWARDS:

The District reserves the right to make multiple awards under this solicitation and to purchase from any awarded Contractor based on product availability, pricing, delivery requirements, specialized product offerings, or other factors determined to be in the best interest of the District.

IV. INFORMATION FOR OFFERORS TO SUBMIT

BID FORMS (BCSD): Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your company'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 bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. No hidden or undisclosed prices will be acceptable.

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED - MAR 2015):

You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

BID FORMS – Complete and submit **Cover Page, Page Two (2) of this Solicitation** Document or the Subsequent Amendment, and the **Bidding Schedule/Price Proposal form**.

OTHER REQUIRED FORMS – In addition to the forms described above, submissions must also contain the following completed forms:

- Attachment B – Questionnaire
- Attachment C – Drug-free Workplace Certification
- Attachment D – BCSD Substitute W-9 (attached as a separate document)

All responses must be complete, 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 will be the sole judge as to whether that variance is significant enough to consider the request non-responsive, and therefore not consider it for award.

V. QUALIFICATIONS

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

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s). [06-6015-1]

AWARD CRITERIA – FIXED PRICE BIDDING (JAN 2006): Award will be made to all responsive and responsible Offerors. [06-6023-1]

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006): Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the District’s original fixed price bid as authorized by the solicitation. [06-6045-1]

SUBMISSION OF OFFERS AFTER THE INITIAL SUBMISSION DEADLINE.

During the term of this contract, the District will consider additional offers submitted for the Embroidered and Screen-printed Apparel contract. Vendors that wish to be considered during the contract term must submit offers to the BCSD Procurement Department according to the instructions contained herein by the following Submission Schedule:

- SUBMISSION DEADLINE 2: November 15, 2026
- SUBMISSION DEADLINE 3: March 15, 2027
- SUBMISSION DEADLINE 4: July 15, 2027
- SUBMISSION DEADLINE 5: July 15, 2028
- SUBMISSION DEADLINE 6: July 15, 2029
- SUBMISSION DEADLINE 7: July 15, 2030

DISCUSSION WITH BIDDERS (BCSD): Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY – GENERAL (FEB 2015):

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 the District. This notification shall be furnished within two (2) 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. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): This 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. [07-7A010-1]

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024):

Any contract resulting from this solicitation is formed pursuant to the Berkeley County School District Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MAY 2024):

(a) Any contract resulting from this solicitation shall consist of the following documents:

- (1) the solicitation, as amended,
- (2) your offer,
- (3) any statement reflecting the District's final acceptance (a/k/a "award"), and
- (4) purchase orders.

These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation,

- (i) any instrument submitted by the District other than a purchase order
- (ii) any invoice or other document submitted by Contractor, or
- (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the

terms and conditions of all such documents and any purchase order shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded

contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (MAY 2024):

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate 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 located in, Berkeley County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): 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. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (MODIFIED – FEB 2015): Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (MAY 2024):

(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) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

(B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUNE 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]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The District may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the District may terminate the contract for default. [07-7A054-1]

PAYMENT FOR GOODS AND SERVICES (BCSD): Payment for goods and services received by the District shall be processed in accordance with the Berkeley County School District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment. Invoices should be sent to Berkeley County School District to the corresponding person/department and address listed on the Purchase Order. All invoices are subject to thorough review prior to approval and forwarding to the Finance Department for payment processing. **The District reserves the right to remit payment to vendor electronically utilizing the Purchasing Card or ePayables method in lieu of issuing a check at no additional cost to the District.**

PAYMENT & INTEREST (FEB 2015):

(a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PROPER INVOICE (BCSD): Invoices submitted for payment for goods or services provided under this contract shall be straightforward, organized, and shall contain the following elements; the name of the business, the contract number, the purchase order number, a complete description of the work completed (including the facility locations), the date(s) of service for each line item, the price and quantity of the services that were rendered or goods that were delivered, the name of the District employee who signed off on work completion on the date of service, the payment terms, the name of the employee performing the service, the name, title, telephone number, email address, and mailing address of the responsible official to whom the payment is to be sent, and any other substantiating documentation required by the contract.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services 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. An order placed pursuant to the purchasing card provision qualifies as a purchase order. Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing

and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006): 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. [07-7A090-1]

WAIVER (JAN 2006): The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer or Chief Business Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS

B. SPECIAL

CHANGES (JAN 2006):

(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. [07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACT ADMINISTRATION (BCSD): Questions or problems arising after award of this contract shall be directed to the Procurement Officer.

CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. **Berkeley County School District shall be listed as an additional insured and Certificate Holder.**

The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000

PROFESSIONAL LIABILITY

Errors & Omissions	\$2,000,000
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BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit	\$1,000,000
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WORKERS COMPENSATION: State Statutory

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30-day notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Berkeley County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General

Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): 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.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006):

Upon termination of the contract for any reason, the District State 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

DEFAULT – SHORT FORM (FEB 2015): 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 material 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. [07-7B080-2]

ESTIMATED QUANTITY - UNKNOWN (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

IDEMNIFICATION (BCSD): The Berkeley County School District, its Officers, Agents, and Employees shall be held harmless from liability from any claims, damages and actions of the nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using Agency or failure of the using Agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006): (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e)

Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

MATERIAL AND WORKMANSHIP (JAN 2006): 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. **Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.** [07-7B120-1]

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

PURCHASING CARD (MODIFIED - JAN 2006): Contractor agrees to accept payment by the District's Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows District to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): 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. [07-7B205-1]

SHIPPING / RISK OF LOSS (MODIFIED - JAN 2006): F.O.B. Destination. Destination is the shipping dock of the District's designated receiving site, or other location, as specified herein. (See Delivery clause) **All shipments will be FOB, freight prepaid, to the school location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.** [07-7B220-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is ONE (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of ONE (1) year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-2]


TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006): Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): 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. [07-7B260-1]

SOUTH CAROLINA GOVERNING LAW CLAUSE (BCSD): The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Executive Director of Finance in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Berkeley County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

 <p>BERKELEY COUNTY SCHOOL DISTRICT</p>	<p align="center">Berkeley County School District</p> <p align="center">FIXED PRICE BID</p>	<p>Solicitation Number: # 770-(25-26) Date: June 16, 2026 Procurement Officer: Lisa Burke Phone: (843) 899-8655 E-Mail Address: burkel@bcstdschools.net</p>
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VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

BIDDING INSTRUCTIONS

Bidders may submit offers for any one (1) Lot, multiple Lots, or all Lots included in this solicitation.

Bidders are not required to submit pricing for every Lot to be considered for award. Evaluation and award will be made on a Lot-by-Lot basis. A bidder will only be considered for award in those Lots for which complete pricing and all required information have been submitted.

The District reserves the right to make multiple awards and may award one or more Lots to the same Contractor or different Contractors as determined to be in the best interest of the District.

Examples within Lots are provided as a point of reference but are not intended to limit competition or set mandatory minimums.

For the purpose of this solicitation, there are no predefined specifications related to specific items within the various Lots.

**IMPORTANT:
OFFERS LESS THAN 20% FROM THE MANUFACTURER'S LIST PRICE WILL BE REJECTED.**

OFFEROR'S (COMPANY) NAME: _____

LOT 1 – APPAREL

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Polo (Sport) Shirts, T-Shirts, Safety Vests, caps, hard hats, uniforms, blazers, sweatshirts, hoodies	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
Screen Print Setup Fee (per design):		\$
Additional Screen Print Color Charge		\$
Embroidery Digitizing Fee		\$
Left Chest Embroidery		\$
Full Front Screen Print		\$
Full Back Screen Print		\$
Sleeve Print/Embroidery		\$
Cap Embroidery		\$
Additional Decoration Location:		\$

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL PAGE 2

OFFEROR'S (COMPANY) NAME: _____

LOT 2 – BAGS AND TOTES

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Backpacks, cooler bags, drawstring sports packs, shopping/grocery totes, lunch bags, computer bags, and travel bags	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
Screen Print Setup Fee (per design):		\$
Additional Screen Print Color Charge:		\$
Embroidery Digitizing Fee (per logo):		\$
Additional Color Charge:		\$
Additional Decoration Location:		\$

LOT 3 – CUSTOMIZED SUPPLIES

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Badges, badge holders, lanyards, key chains, notepads, phone accessories, display products such as table covers, retractable banners and backdrop banners, stress balls, stress relievers, bandannas and display products, buttons	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
Artwork Setup Fee:		\$
Screen Print Setup Fee:		\$
Full Color Imprint Charge:		\$

LOT 4 – WRITING INSTRUMENTS

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Pens, pencils, highlighters, markers, stylus pens, mechanical pencils, pen and pencil sets	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
One-Color Imprint Setup Fee:		\$
Full Color Imprint Charge:		\$
Laser Engraving Charge:		\$

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL PAGE 3

OFFEROR'S (COMPANY) NAME: _____

LOT 5 – BEVERAGE & DRINKWARE

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Aluminum, plastic, and stainless bottles, sports bottles, travel mugs and tumblers, ceramic mugs, plastic cups, can coolers (koozies), and coasters	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
One-Color Imprint Setup Fee:		\$
Full Color Imprint Charge:		\$
Laser Engraving Setup Fee:		\$

LOT 6 – OUTDOOR AND LEISURE

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Blankets, hand fans, sunglasses, towels, umbrellas	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
Screen Print Setup Fee (per design):		\$
Embroidery Digitizing Fee (per logo):		\$
Additional Color Charge:		\$

LOT 7 - AWARDS

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Plaques, trophies, challenge coins, lapel pins, medals, crystal awards, framed certificates	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
Engraving Setup Fee:		\$
Personalization Charge:		\$
Artwork Setup Fee:		\$

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL PAGE 4

OFFEROR'S (COMPANY) NAME: _____

LOT 8 – WELLNESS AND SAFETY

DESCRIPTION	MINIMUM DISCOUNT	DISCOUNT OFF LIST PRICE
Hand sanitizers, first aid kits, lip balm, pedometers, sunscreen	20%	%
WEBSITE TO VIEW CATALOG/PRICE LIST:		
CUSTOMIZATION AND DECORATION CHARGES		
Screen Print Setup Fee (per design):		\$
Full Color Imprint Charge:		\$

GENERAL PRICING CERTIFICATION

- _____ No additional surcharges will be applied to contract purchases.
- _____ Repeat orders using previously approved artwork will not incur additional setup or digitizing fees.
- _____ Two (2) proof revisions will be provided at no additional charge.
- _____ Initial digital proofs will be provided within five (5) business days after receipt of all necessary artwork.
- _____ Maximum Rush Order Charge (if applicable): \$ _____ or _____ %

Signature of Authorized Official: _____ Date: _____

Print Name: _____ Title: _____

IX. ATTACHMENTS TO SOLICITATIONS

- A. Offeror's Checklist
- B. Questionnaire
- C. Drug-free Workplace Certification
- D. BCSD Substitute W-9

ATTACHMENT A

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Web site:

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

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

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

ATTACHMENT B

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

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

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

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

2. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

3. LICENSE SANCTIONS:

List any regulatory or license agency sanctions. The District may perform a background check on respondent with all state and regulatory agencies. _____

4. REFERENCES - REQUIRED

Provide three references from agencies you have performed similar services for in the past two (2) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email: _____

Reference #3

Industry: _____


Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email: _____

ATTACHMENT C

<p style="text-align: center;">Berkeley County School District Procurement 107 East Main Street, Moncks Corner, SC 29461</p>  <p style="text-align: center;">BERKELEY COUNTY <small>SCHOOL DISTRICT</small></p>	<p>Solicitation #: #770-(25-26)</p> <p>Date Issued: June 16, 2026</p> <p>Procurement Specialist: Lisa Burke</p> <p>Phone: (843) 899-8655</p> <p>Fax: (843) 899-8791</p> <p>E-Mail Address: burkel@bcstdschools.net</p>	
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This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Fort Mill Schools.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and

- (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five (5) Days after the conviction;
- (5) Notifying the using agency within Ten (10) Days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within Thirty (30) Days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Solicitation Number: #770–(25-26)

Project Name: Promotional Products, Embroidered Apparel and Screen-printed Apparel

Contractor/Vendor Name:

Address:

Authorized Representative Name/Title:

Signature: _____

Date: _____

Witness:

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.