

	<p align="center"><b>Fort Mill School District</b></p> <p align="center">Request for Bids</p>	Solicitation Number: Date Issued: Procurement Specialist: Phone: E-Mail Address:	#20-049 June 4, 2021 Kelly Keniston (803) 548-8202 kenistonk@fortmillschools.org
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DESCRIPTION: **Fort Mill High School Band Uniforms**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.*

<p align="center"><b>SUBMIT YOUR SEALED OFFER TO THE ADDRESS BELOW:</b></p>	
<b>Mailing Address:</b> Fort Mill School District 2233 Deerfield Dr. Fort Mill, SC 29715	<b>Physical Address:</b> Fort Mill School District 2233 Deerfield Dr. Fort Mill, SC 29715

**BIDS DUE NO LATER THAN: Tuesday, June 29, 2021 at 10 am**

**NUMBER OF COPIES TO BE SUBMITTED: One (1) original (with sample uniform)**

CONFERENCE TYPE: NONE DATE & TIME:	LOCATION: N/A
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on or around July 7, 2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.fortmillschools.org/departments/procurement/">http://www.fortmillschools.org/departments/procurement/</a>
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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 thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

<b>NAME OF OFFEROR</b>  <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.	
<b>AUTHORIZED SIGNATURE</b>  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	<b>TAXPAYER IDENTIFICATION NO.</b>  <small>(See "Taxpayer Identification Number" provision)</small>	
<b>TITLE</b>  <small>(business title of person signing above)</small>		
<b>PRINTED NAME</b>  <small>(printed name of person signing above)</small>	<b>DATE SIGNED</b>	<b>STATE OF INCORPORATION</b>  <small>(If you are a corporation, identify the state of incorporation.)</small>

<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b> <span style="float: right;"><small>(See "Signing Your Offer" provision.)</small></span>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension                      Facsimile
	_____ E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b>							
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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<b>Minority Participation:</b> Are you a SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, SC Certification # _____  Are you a Non SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No	
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End of Page Two

## Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
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- IV. Information for Offerors to Submit**
- V. Qualifications**
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## I. SCOPE OF SOLICITATION

Fort Mill School District Four is soliciting bids for the design and provision of band uniforms which meet the specifications and requirements contained herein. These uniforms will be for Fort Mill High School.

## II. INSTRUCTIONS TO OFFERORS - A. General Instructions

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED - DEC 2015)

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

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

**AUTHORITY** means the State Fiscal Accountability Authority or its successor in interest.

**BOARD** means Fort Mill School District Board of Trustees.

**BUSINESS** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

**BUYER** means the Procurement Specialist or his/her designee.

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

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

**CONTRACT MODIFICATION** means a written order signed by the Procurement Specialist, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Specialist to order without the consent of the contractor.

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

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

**DISTRICT** means Fort Mill School District (FMSSD)

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

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

**PAGE TWO** means the second page of the original solicitation, which is labeled Page Two.

**PROCUREMENT SPECIALIST** means the person, or his successor, identified as such on the Cover Page, an amendment, or an award notice.

**YOU and YOUR** means Offeror.

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

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the work.

**US or WE** means the District.

**WORK** means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**AMENDMENTS TO SOLICITATION (JAN 2004):** (a) The Solicitation may be amended at any time prior to opening. All prospective offerors of record will be sent any amendments. If this solicitation is amended, then all terms and conditions which are not modified will remain unchanged.

**AUTHORIZED AGENT (MODIFIED – FEB 2015):** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Specialist. Unless specifically delegated in writing, the Procurement Specialist is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

**AWARD NOTIFICATION (FEB 2015):** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID/PROPOSAL AS OFFER TO CONTRACT (MODIFIED – JAN 2004):** By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with the District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD (MODIFIED – JAN 2004):** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Specialist in writing.

**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.

**AUTHORITY AS PROCUREMENT AGENT (MODIFIED – DEC 2015):** The Procurement Specialist is an employee of the District acting on behalf of the District pursuant to Fort Mill School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is using District department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): 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 the 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.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MODIFIED - 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), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror’s responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

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

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

**CODE OF LAWS AVAILABLE (MODIFIED – JAN 2006):** The Fort Mill School District Procurement Code is available at [http://www.fortmillschools.org/departments/procurement/procurement\\_code/](http://www.fortmillschools.org/departments/procurement/procurement_code/)

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MODIFIED - 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 that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**DEADLINE FOR SUBMISSION OF OFFER (MODIFIED – JAN 2004):** Any offer received after the Procurement Specialist or his/her designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room which services the purchasing office prior to the bid opening

**DRUG FREE WORKPLACE 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.

**DUTY TO INQUIRE (MODIFIED – 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."

**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 statute requires 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 officials; 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 8-13-755, prohibiting public official with economic interest 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.

**OMIT TAXES FROM PRICE (MODIFIED – JAN 2004):** Do not include any sales or use taxes in your price that the District may be required to pay.

**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.

**PROTESTS (MODIFIED – JUN 2006):** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance

of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Procurement Specialist within the time provided. (Article 17-4210 of Fort Mill School District Procurement Code)

**PROHIBITED COMMUNICATIONS AND DONATIONS (MODIFIED - 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 Specialist.* All communications must be solely with the Procurement Specialist. [R. 19-445.2010]

(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.*

**PUBLIC OPENING (JAN 2004):** Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**QUESTIONS FROM OFFERORS (MODIFIED – FEB 2015):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Specialist no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Specialist, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. 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 Specialist -- 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.

All questions shall be in writing and submitted to Kelly Keniston via email. Please send questions to:

Mailing Address: Fort Mill School District  
Kelly Keniston  
2233 Deerfield Drive  
Fort Mill, SC 29715

Email: kenistonk@fortmillschools.org

**REJECTION/CANCELLATION (MODIFIED – 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. (Article 5-1710 of Fort Mill School District Procurement Code)

**RESPONSIVENESS/IMPROPER OFFERS (MODIFIED – 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 Specialist.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Specialist 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 venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**DISTRICT OFFICE CLOSINGS (MODIFIED – JAN 2004):** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District 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.

**SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED - FEB 2015):**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion

thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District or any of its agencies 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 – MAR 2015):** 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 (MODIFIED – 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 Article 5-1520 of Fort Mill School District Procurement Code.

## **II. INSTRUCTIONS TO OFFERORS -- B. Special Instructions**

**CLARIFICATION (MODIFIED – NOV 2007):** Pursuant to Article 5-1520.8, the Procurement Specialist 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.

**PROTEST – ASSISTANT SUPERINTENDENT OF FINANCE ADDRESS (MODIFIED - JUN 2006):** Any protest must be addressed to the Assistant Superintendent of Finance, Fort Mill School District, and submitted in writing

(a) by email to lordol@fortmillschools.org ,

(b) by facsimile at (803) 547-4696, or

(c) by post or delivery to Leanne Lordo, Assistant Superintendent of Finance, 2233 Deerfield Drive, Fort Mill, SC 29715.

### **III. SPECIFICATIONS**

Fort Mill School District Four is soliciting bids for the design and provision of band uniforms which meet the specifications and requirements contained herein. These uniforms will be for Fort Mill High School. The District reserves the right to accept or reject any or all bids and waive any minor informalities.

#### **DEVIATIONS FROM SPECIFICATIONS**

Any deviation from these specifications MUST be documented on the enclosed deviation form. It is the intent of the District for these uniforms to be manufactured strictly adhering to these construction, design and fabric specifications. Approval of any deviations from the posted specifications will be at the sole discretion of the District and will not be protestable. If deviations are not fully documented, the bidder may be disqualified. The use of company names when referring to styles are for descriptive purposes only and are not intended to be restrictive. Materials and items referred to in these specifications are available to all firms.

#### **SAMPLE REQUIREMENTS**

All bidders must submit a sample uniform with their bid. This sample uniform must be in the same fabric as the uniform you are bidding. It shall reflect the exact style and trims as outlined in this package. It shall reflect the tailoring details as would be found in the uniform being bid, and of the uniform which would be furnished if awarded by the contract. Where additional special construction features are specified, these must be furnished with the bid showing the manufacturer's version of the feature. All major items being proposed must have a sample represented for comparison. The District will have all items examined carefully to determine if specifications have been met. The District's determination will be final.

All bidders must submit swatches of the materials to be used in the final product in the color and mill-weight as listed in the Uniform Specifications. Exact requirements for these swatches are described in the first paragraph of the "Fabric Specifications" detailed in this document. The District intends to use a special "XtremeDri" fabric. Each bidder must submit samples of this fabric or what they would

substitute. Submission of fabrics with characteristics different than the “XtremeDri” fabric may be grounds for disqualification.

### **AREA REPRESENTATIVE**

Bidder must agree to provide a factory-trained representative to handle all details of the order. Said representative will be responsible for designing, measuring and servicing the order throughout the initial purchase and on a continuing basis. Bidders must list name, address and contact information of this representative in their bid.

### **CUSTOMER INSTRUCTION MANUAL**

The successful bidder will supply a booklet containing a printout showing each uniform in sequence from smallest to largest. The printout will indicate wearer identification number, original wearer and key measurements of uniform, i.e. height, weight, hat, chest, waist and outseam. The successful bidder must also submit the size roster in EXCEL spreadsheet format. The successful bidder will also supply recommended dry cleaning instructions for the uniforms and all accessory items; specifying precise details on care and cleaning that are to be utilized in future upkeep and maintenance of the items that are awarded on this bid.

### **SHIPPING**

Each uniform is to be thoroughly inspected before shipment. Imperfections shall be corrected before they are shipped. Uniforms are to be shipped complete with hangers (plastic) in containers. Each wardrobe container shall be marked on exterior to indicate the wearer number of each uniform enclosed. The uniforms will be ready to wear without cleaning or pressing. The District will be responsible for noting obvious damages by making notation on carrier documents. The District will then inventory the damage and notify the awarded contractor in detail. Accessories such as sashes, drops, etc., as well as trousers, will be bulk packed.

## ***FULLY CONSTRUCTED/LINED COAT MADE TO WASHABLE SPECIFICATIONS***

### **1. GENERAL**

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

### **2. PATTERNS**

- A. Coat patterns are special band uniform patterns with additional “ease” to allow for freedom of movement, wearing of clothing underneath and the convenient re-issue from

year-to-year. Fashion or standard patterns do not allow enough room. Merely up-grading to oversized patterns will result in an unsightly and cumbersome fit.

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

### 3. SIZING

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

### 4. FABRIC

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

### 5. LINING

- A. Coat linings are cut from a separate set of patterns designed to fit each specific coat size and style. Linings are not cut from coat shell patterns then cut down to try and fit.
- B. Linings are “FIRST” quality Aerocool polyester/taffeta 97GR/Yd, woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer.
- C. In coat styles that do not utilize a back zipper, the coat lining has a vertical pleat running up the center back. This allows fullness, fit and comfort to the overall performance of the coat.

- D. In the armhole area, the coat lining is machine stitched to an ensemble including the outer coat fabric, shoulder pad and sleevehead. Hand sewing or felling does not provide the durability required for armhole construction.
- E. Linings are sewn to the coat bottom edge, and reinforced with pre-shrunk tailoring tape. Straight cut long coats will have an additional ½” lining pleat all around the coat bottom.

## 6. **BUTTONS**

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

## 7. **BUTTONHOLES**

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

## 8. **ZIPPERS**

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

## 9. **INTERLINING**

- A. The interlining has optimum four-layer construction. More than four layers create stiffness in the coat fronts, resulting in difficult and uncomfortable arm lift maneuvers in marching bands. Less than four layers results in flimsy construction and therefore a rumpled appearance and reduced durability. In keeping with individual patterns for coat shell fabrics and the linings, higher quality control and an elevated level of haircloth quality is obtained by these multi-layered interlinings being patterned, cut and assembled “IN HOUSE” at the uniform manufacturer’s facility. This basic construction practice enhances the fit and comfort of the individual uniform (as opposed to “making do” by purchasing these multilayered ensembles and cutting them down to fit the “hundreds” of patterns required for each coat style and chest size).
- B. The main layer of the interlining is a Hymo haircloth. This “hair canvas” is a blend of polyester, viscose rayon and genuine natural hair, which gives it soft resilience. This

canvas is 100% washable with no shrinkage or loss of rigidity. The layer extends the complete length of the coat front, from shoulder seam down to the coat bottom.

- C. The second layer is a resilient 27.6% rayon/72.4% polyester canvas “MONO-FLEX” chest piece 4.2 oz in weight. Its dimensions are 6” wide x 6 ¾” long and extends downward from the upper chest area.
- D. The third layer is another piece of hair canvas (as per “B” above) 8” wide and 12” long, extending downward from the upper chest area, and completely covering the MONO-FLEX.
- E. The fourth layer is a ¼” thick padding of 3.6 ounce 100% polyester non-woven material that is soakable and non-shrinkable. This white chestpiece pad extends approximately 6” below the armhole.

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

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

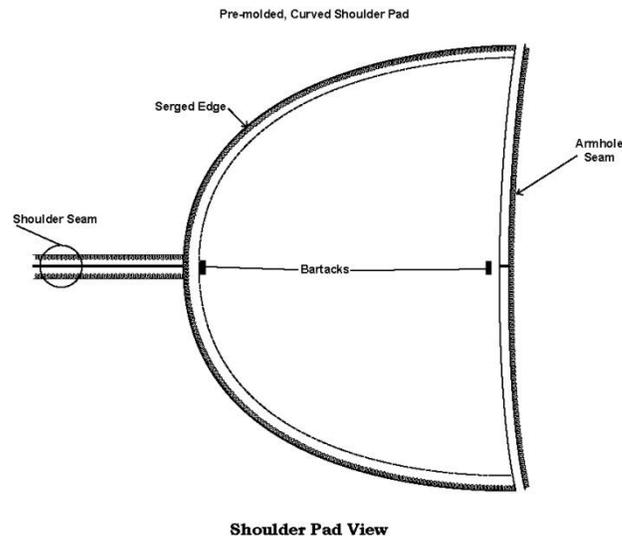
**NOTE:** The above construction is a time proven procedure. **Under no circumstances are the haircloth and sewing operations to be substituted with a fusing or gluing operation.**

## 10. **ARMHOLES**

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

## 11. SHOULDER PADS

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



## 12. SLEEVE HEADS

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

## 13. SLEEVE STITCHING

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

#### **14. ARMHOLE LINING FINISH**

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

#### **15. TAPING**

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

#### **16. SLEEVES**

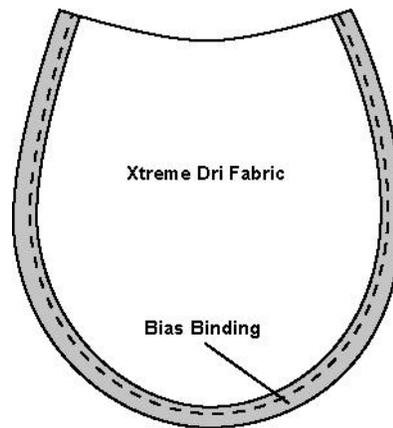
- A. Sleeves cuffs will have an approximate 4” turn up, which incorporates both the coat sleeve fabric and lining. This turn back includes a 3/8” binding at lower cuff edge.
- B. The forward and trailing sleeve seams in the 50/50 sleeve pattern are equipped with a series of gripper snap rings and post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

#### **17. ARMSHIELDS**

- A. The armshield is engineered to minimize the long-term effects of perspiration over the lifetime of the garment. Perspiration consists of moisture, salts, weak organic acids and body oils.

Xtreme Dri fabric having WICKING properties is specified for use as the armshield. (“Felt-like” fabrics that retain perspiration are not in the best interest of the garment). In addition to the wicking property, this Xtreme Dri shield has soil release, high permeability for airflow, and exhibits rapid evaporation.

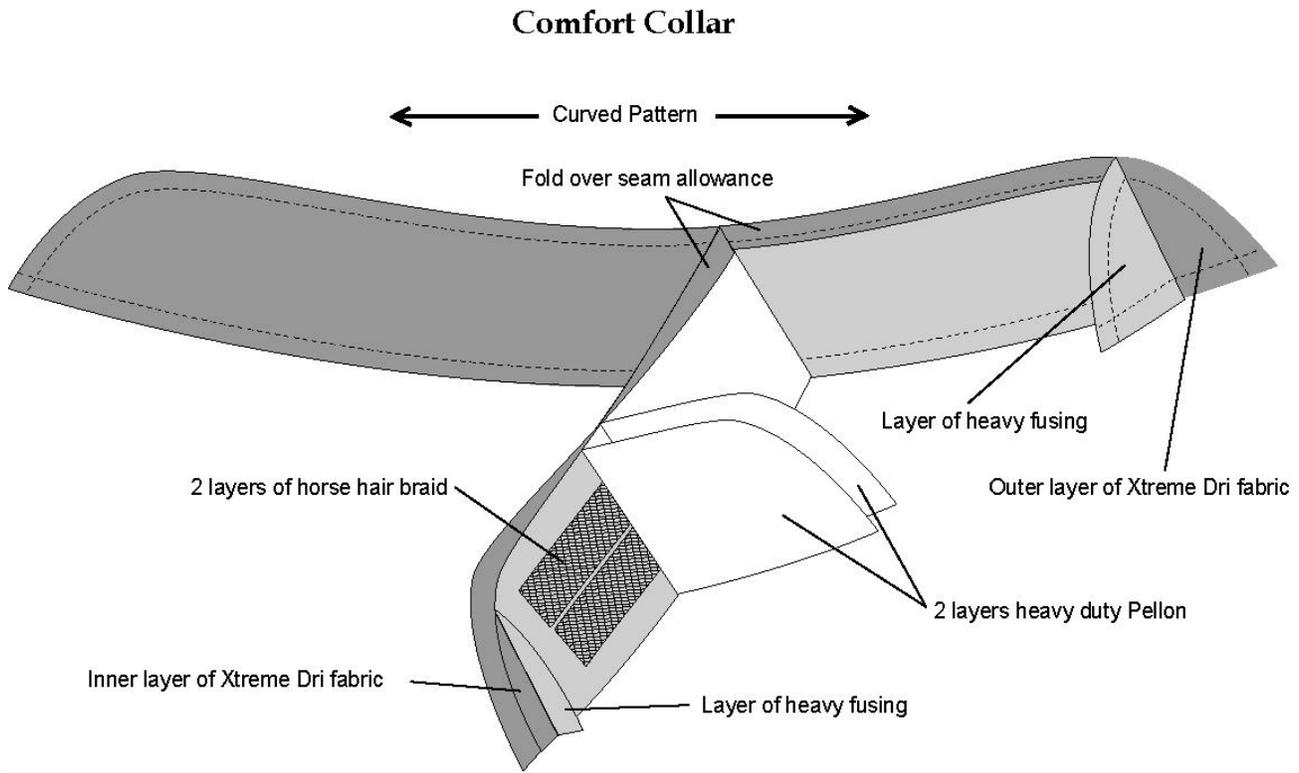
- B. The armshield is approximately 4” x 4” in dimension, bound with double folded bias rayon on both sides and the bottom, then machine sewn into the armhole.
- C. Tensile strength and resistance to abrasion are additional advantages of Xtreme Dri armshields as compared to a “felt-like” material. The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



## **18. STANDING COMFORT COLLAR**

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

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



## 19. **“WRAP” COAT COLLAR**

There is no wrap collar on this uniform.

## 20. **COAT TRIM**

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

## 21. **SEAMS**

The center back seam and side body seams shall be  $\frac{5}{8}$ ". Seams are to be plain with a minimum of  $1\frac{1}{4}$ " -  $1\frac{1}{2}$ " total outlet in the side body seams and  $\frac{3}{4}$ " in the back seams. Coat is to be completely machine stitched except in areas where tailoring or appearance necessitates other methods. The ends of all seams and stitching shall be back-stitched not less than  $\frac{1}{4}$ ". Thread

breaks of all stitch types must be secured by stitching back from break ½” to 1”. Coat is to be tailored with a four-piece back, comprised of a center back seam and two additional back body seams curving from sleeve seam downward and running out the coat bottom.

## 22. **THREAD**

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

## **JUMPSUIT SPECIFICATIONS**

### 1. **GENERAL**

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

### 2. **PATTERNS**

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

### 3. **FRONT CLOSURE**

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

### 4. **CROTCH REINFORCEMENT**

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

### 5. **POCKETS**

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

## 6. **INSEAM**

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

## 7. **SEAMS**

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

## 8. **PERMANENT SUSPENDERS**

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

## 9. **PERIMETER SERGING**

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

## 10. **CUFF ADJUSTMENT**

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

# ***SHAKO CONSTRUCTION SPECIFICATIONS***

## 1. **GENERAL**

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

## 2. **BODY**

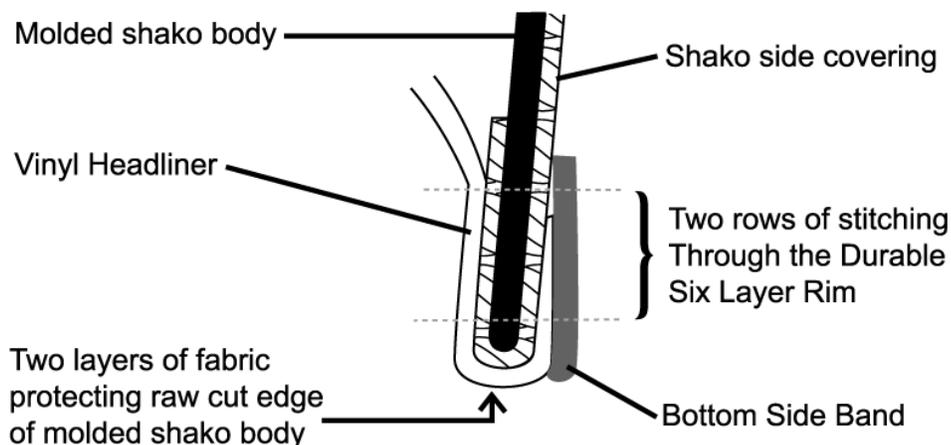
- A. Shako body is vacuum-formed high impact styrene .135” gauge white plastic and has high rubber content to prevent cracking. Body is pliable and flexible to conform to wearer’s head, in an “oval” shape, rather than circular or round.

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

### 3. COVERING

- A. The fabric side covering is pulled down to the bottom edge of the shako body, then turned back 1 ½” up inside the shell. Two rows of stitching secures the side covering to the molded shell. One row is polycore poly wrap thread, lock stitched. The second row is Telex 135 poly tex thread, also lock stitched. This sewing operation extends all around the entire bottom edge of the molded shako body.
- B. The two rows of stitching described in section A above, secure a total of six layers for maximum durability. These layers, from the outside to inside, are: BOTTOM SIDE BAND, VINYL HEADLINER, SIDE COVERING, MOLDED SHAKO BODY, SIDE COVERING TURNBACK and VINYL HEADLINER TURNBACK.

### Shako Cross Section

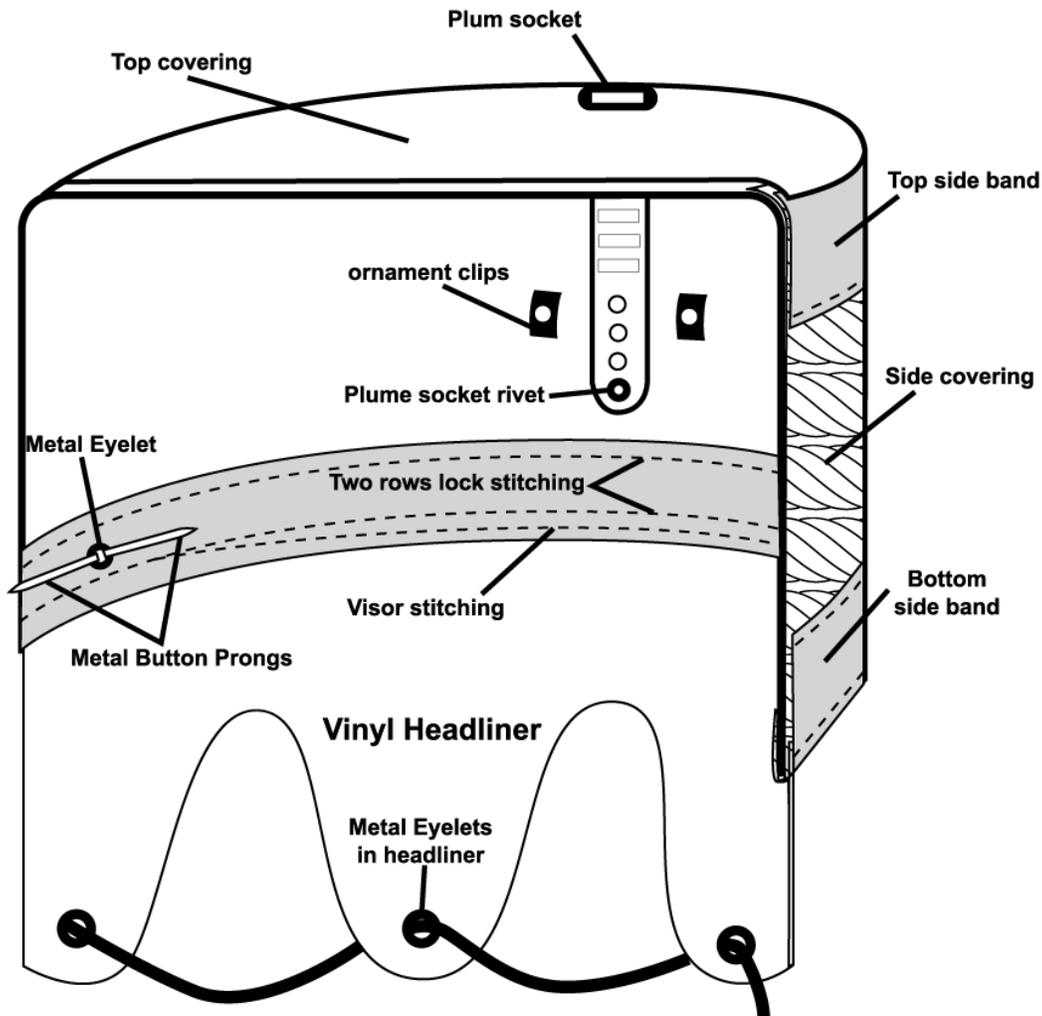


### 4. HEADLINER AND SPECIAL FEATURES

- A. Headliner shall be cotton backed, expanded vinyl with embossed finish. There are six scallops with metal eyelets to receive drawstring for adjustability.
- B. Headliner is turned and sewn with a lockstitch in such a manner to allow for adjustability.
- C. Headliner extends around the bottom edge of the plastic body, and stitched through. This results in two layers of material (outer fabric and vinyl headliner) to secure and protect the bottom edge of the shako shell body.

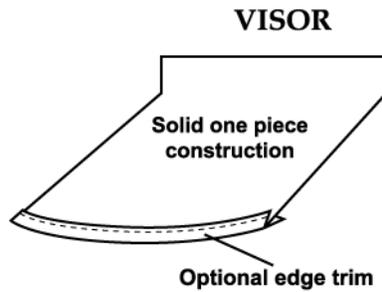
- D. There is a metal eyelet on each side of the hat body where the button prong passes through plastic.
- E. High density polyethylene plume sockets are included and riveted to the body.
- F. A metal spacer is used to affix the front chain to each side button.

## Shako Construction



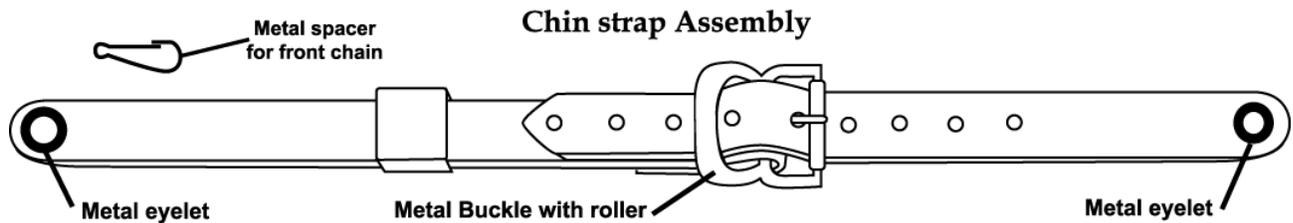
### 5. VISOR

- A. Visor is non-breakable one-piece plastic, not laminated. It is secured to the shako body with lock-stitch safety sewing.
- B. Visor color is molded through entire body of visor. The material is an engineering grade copolymer with low-temperature toughness, stain proof, fade and discoloration proof, impervious to ultraviolet light (sunlight).



## 6. CHINSTRAP

- A. Chinstrap is  $\frac{3}{4}$ " pliable plastic with metal buckle and roller, and has a  $\frac{1}{2}$ " keeper.
- B. There are metal eyelets at chinstrap ends where button attaches (to prevent strap from being torn by button shank).
- C. There is a  $\frac{3}{4}$ " nickel-plated brass chinstrap hook at the rear of the shako, attached with a metal clip.



## 7. BUTTONS

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



# Fabric Specifications

The fabric “Xtreme Dri” employs today’s most innovative fabric technology. This fabric is designed for high performance wear and no substitutions are permitted unless approved by the purchaser. If the bidder has not provided a sample uniform that has been preapproved by the purchaser, the bidder is required to supply swatches of the fabric that the bidder proposes to use on the order if they should be awarded the bid. These swatches must be 36” x 36” and must be in the exact colors and fabric content to be used by the bidder. Along with these swatches, the bidder must submit specifications showing the characteristics of the fabric along with information identifying the manufacturer of the fabric.

Performance wear fabrics are available to all manufacturers. The fabric for this order must allow fabric breathability, thermal insulation, moisture management and odor neutralization. The fabric must also have the ability to wick moisture away from the wearer so that it can quickly evaporate, which allows the wearer to stay comfortable through climate control in any temperature. Wicking properties move moisture away from the body and result in quick evaporation time, enabling the garment to dry faster. Performance apparel fabrics are different than the standard polyesters that have been available to the band uniform industry, including, but not limited to 1933, 420, 960, 6248, 4030 and 460. Performance apparel is not just a generic term and should not be a “catch all” name for any and all polyesters normally used in the band uniform industry.

Using Xtreme Dri means that the garment will be dryer, lighter, cooler and/or warmer, more comfortable and perform better over the lifetime of the garment. Xtreme Dri is temperature moderating, therefore keeping the body cooler in hot weather and warmer in cool weather. It is important to realize that all performance wear products are not the same. It is difficult to know the differences because the performance features cannot necessarily be seen or felt. Many fabric mills use topically applied chemicals to enhance wicking that washes out after five to ten washings. This is unacceptable and not true of Xtreme Dri fabric.

These specifications encompass methods and materials yielding only the highest quality garment, through specifying only the highest quality materials, components, accouterments and designating only time-proven tailoring of the highest standard. Make note that some methods and materials have been judged inferior and unacceptable and are so noted herein. These standards are so stated to insure a garment having a functional lifetime retention period of at least eight to ten years, with normal care and maintenance being exercised.

Specific fabric colors/shades (for example-Raven Black) are found in the Uniform Specifications and will be first quality with no flaws or imperfections. The material is a water and stain repellent fabric, thus eliminating the need for a special treatment.

Fabrics must have the following characteristics:

- **Performance for the Life of the Garment** - The qualities in Xtreme Dri fabric are inherent in the fiber structure itself; there are no treatments or additions of other materials, thereby providing consistent performance wash after wash.
- **Evaporative Cooling by Lifting Moisture Away from Wearer** - Moisture is lifted away from the wearer, keeping the body cooler in warm weather and warmer in cold weather.
- **Stain Resistant** – No chemical treatment of fabric to prevent stains is acceptable. Once again, this is a natural occurrence with Xtreme Dri fabric. Most stains come as liquids and Xtreme Dri resists those stains through the special weave and type of monofilament used in its construction. By keeping the liquid from being sucked up, you prevent the stain from happening. Hydrophobic polymers are pressed into the fabric and then baked to make tiny whiskers, of which about 1,000 can fit across a thread of fabric (about 1,000 nanometers across). These whiskers make the fabric hydrophobic, so it is part of the fabric and makes the fabric stain repellent.
- **Wrinkle Resistant** – Xtreme Dri does not use a finishing agent to enhance its wrinkle resistance. It is a natural characteristic of this particular fabric. Problems are associated with wrinkle resistant finishes such as attracting grease and oil stains, fabric degradation and environmental concerns. Fabrics with wrinkle resistant finishes are not acceptable.
- **Quick Drying** - Xtreme Dri fabric doesn't absorb moisture into the fiber, so drying time is minimal. It is HYDROPHOBIC – which means “water hating”.
- **Mechanical Stretch** - Xtreme Dri fabric has more expandability without the use of chemicals and additives, such as spandex filament yarns, commonly known as Lycra. Therefore, the stretch factor is inherent in the fabric and permanent for the life of the fabric. Spandex yarn fabrics cannot be submitted to high temperatures because it will melt and, therefore, will not be acceptable.
- **Odor Management** - Bacteria, mold and mildew cannot grow on Xtreme Dri fabric, and will not damage the fiber. A garment that is washed regularly under supervised guidelines will not retain body odors because the moisture is drawn to the top of the fabric, where it will then evaporate without residual odor.
- **Washable and Dry Cleanable** – Xtreme Dri offers significant savings in dry cleaning expense, and is environmentally friendly.
- **Color Fast** - Xtreme Dri fabric has the color introduced into the fiber itself in the liquid stage. Xtreme Dri fabric will hold its color indefinitely.
- **Durable** – Xtreme Dri has superior “tear strength” to all other fabrics available for band uniform applications. There is virtually no pilling, and it is resistant to snagging.

# STYLING SPECIFICATIONS

Fort Mill High School – Fort Mill, SC

## BANDSMAN COAT:

**FABRIC:** Xtreme Dri (XD) French Vanilla – 100% Synthetic

Sublimation on Xtreme Dri (XD) Divine White – 100% Synthetic

**STYLE:** Waist length, tapered, sleeveless coat with an offset, step - bottom point to the right. The coat back is cut straight. Coat front is a two layer design. The bottom layer is full front of the coat and the top layer is on the wearer's right side and has a point bottom then angles up to a point on the left chest and over to the collar. Layers are sublimation on Divine White or French Vanilla.

**CLOSURE:** Back zipper with a heavy duty white nylon zipper to zip down. Zipper must extend up into most of collar length.

**SPECIAL DETAILS:** Full construction utilizing the Xtreme Dri performance-wear fabric. Xtreme Dri fabric provides enhanced air permeability that differentiates it from generic polyester fabrics. Xtreme Dri fabric lifts moisture away from the wearer, which keeps the body cooler in warm weather and warmer in cold weather. It is stain resistant, tear resistant, odor resistant, quick drying, colorfast and will not pill. Since Xtreme Dri is a proprietary exclusive fabric, any vendor may bid on what they consider their best available polyester for the project. However, any and all deviations must be thoroughly documented.

The coat has performance-wear "Aerocool" lining for maximum breathability and comfort for the wearer. "Aerocool" lining is woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer. The coat also utilizes performance-wear canvas.

The coat has extended shoulders to allow for more comfort for the wearer. There are special pre-molded (3/4" thick) firm foam shoulder pads with nylon tricot covering measuring 5" wide x 9" long at each shoulder. 2" Rounded shoulder caps with mylar reinforcement. Right cap is XD Sapphire Blue. Left cap is XD French Vanilla. A "lap over comfort" style collar with no mylar and no hook and eye. Right side of collar will lap over left. Snap tape along bottom right for side drape attachment. Each coat also has an identification number. The coat can be washed or dry cleaned. There is a welted window inside to coat to help with changing buttons, if needed.

Each coat is to have snap tape in white sewn to underside of coat in FOUR places to attach accessory items.

**FRONT TRIM:** Right front sublimated on XD Divine White to match French Vanilla with Sapphire Blue stripes that have a fade to them. Set on right coat front are three 30L gilt dome buttons attached with disc and rings. Front top layer will have Velcro to attach four triangular, gold mirrors. Also on upper chest will be embroidered FM band emblem.

**BACK TRIM:** Fabric of XD French Vanilla. No trim.

**COLLAR:** A “lap over comfort” style collar with no mylar and no hook and eye. Right laps over left. Right front will be fabric of XD Sapphire Blue. Left front and back will be fabric of XD French Vanilla. One 30L gilt dome tack back button set on the end of the lap over.

**BANDSMAN JUMPSUIT:**

**FABRIC:** XD French Vanilla - (100% Synthetic)

<b><u>OPTIONS:</u></b>	Snapped Tape Cuffs <u>XXXX</u>	One-Half (1/2) Lined <u>XXXX</u>
	Front Zipper <u>XXXX</u>	Back Zipper _____

**STRIPE:** None

**POCKETS:** Yes – Left front welted pocket

**SPECIAL FEATURES AND DETAILS:** Each jumpsuit has barcodes and identification numbers. This is a racerback jumpsuit with shoulder straps that are 1 ¼” wide with elastic for wearers comfort, set in a racer-back style and a four-way reinforced crotch. Three inch (3”) let-out center back, inseam sewn with 1” seams for let out, and special snap tape hems that are set 1” apart for ease in adjustment. Stitched permanent crease down the front of each 16” tapered leg.

**BANDSMAN SHAKO HAT:**

Rounded top design with added top length added to normal mold. Top and bottom band are Xtreme Dri French Vanilla. Plume holder center front that is reinforced with a screw post and nut. The shako side is sublimation on XD Divine White and mirrors look of coat front. Visor is Gold and is specially shaped as to have a shorter area in front. Clear plastic chinstrap with gilt buckle. Front strap made with ¾” Stripe of XD Sapphire Blue with ½” Stripe of Varsity Royal Stan Twill centered on top. 45L Gilt Dome separating prong back button at each side. There is a metal hook in the back of the shako for the chinstrap to rest on. There will be a barcode inside each hat as well as a clear pocket for the size and identification of each shako. The cord inside the shako does not tie but has a special cord lock for added security.

**BANDSMAN ACCESSORIES**

**SHAKO WRAP #1:** Made to fit around a tall, rounded top shako. Right side will overlap left side and come to a point that is approx. 4” taller than top of shako. Left side will come to a point approx. 2” taller than shako at right point. Where the right and left overlap is a triangle of Gold Glamorous with gold Velcro for mirror attachment. Right side will be sublimated on XD Divine White to match French

Vanilla with Sapphire Blue stripes that have a fade. Left side will be XD French Vanilla. Entire wrap lined in XD French Vanilla with 5” white elastic in back to secure wrap around shako.

**SHAKO WRAP #2:** Made to fit around a tall, rounded top shako. Right side will overlap left side and come to a point that is approx. 4” taller than top of shako. Left side will come to a point approx. 2” taller than shako at right point. Where the right and left overlap is a triangle of Gold Glamorous with gold Velcro for mirror attachment. Right side will be sublimated on XD Divine White to match French Vanilla with Sapphire Blue stripes that have a fade. Left side will be XD Sapphire Blue. Entire wrap lined in XD French Vanilla with 5” white elastic in back to secure wrap around shako.

**SET OF FIVE MIRRORS PER COAT:** There will be a total of five mirrors per coat. Four mirrors will be triangular shaped and graduating from large to small on the coat front. The fifth mirror will be special band logo “FM”.

**TOP #1:** Long sleeve top with a mock turtle neck and 1” hem. Fabric of Gold/Deep Gold Shattered Glass. Right sleeve is split with top portion of Royal/Royal Shattered Glass and bottom of #75 Sapphire Blue milliskin. Left sleeve is sublimated on white stretch spandex to match French Vanilla. Left sleeve will have a Gold/Deep Gold Shattered Glass cap.

**TOP #2:** Long sleeve top with a mock turtle neck and 1” hem. Fabric is sublimated on white stretch spandex to match French Vanilla. Right sleeve is split with top portion of Royal/Royal Shattered Glass and bottom of #75 Sapphire Blue milliskin. Left sleeve same split sleeve as right sleeve and is same fabrics.

**STRETCH CUMMERBUND #1:** 6” wide with fabric of Gold/Deep Gold Shattered Glass on front half and stretch spandex sublimated to match French Vanilla on back half. Vertical stays to help body and Velcro for adjustment and closure.

**STRETCH CUMMERBUND #2:** 6” wide with fabric of Royal/Royal Shattered Glass on front half and stretch spandex sublimated to match French Vanilla on back half. Vertical stays to help body and Velcro for adjustment and closure.

**SIDE DRAPE #1:** Double layer pattern that is knee length with an angled bottom pointing down towards the front. Sublimation on XD Divine White to match French Vanilla with Sapphire Blue stripes that have a fade to them. Bottom layer is to be of Royal/Royal Shattered Glass. Insert will be shorter than drape and have a bottom angle opposite of side drape’s angle. Lined with XD Sapphire Blue. Attaches to right coat bottom using black snap tape. Also, has ability to attach to the bib trousers with same snap tape. Side drape is wider than normal at the bottom and the two layers are separate but sewn together at the top.

**SIDE DRAPE #2:** Double layer pattern that is knee length with an angled bottom pointing down towards the front. Sublimation on XD Divine White to match French Vanilla with Sapphire Blue stripes that have a fade to them. Bottom layer is to be of Gold/Deep Gold Shattered Glass. Insert will be shorter than drape and have a bottom angle opposite of side drape’s angle. Lined with XD Sapphire Blue. Attaches to right coat bottom using black snap tape. Also, has ability to attach to the bib trousers with same snap tape. Side drape is wider than normal at the bottom and the two layers are separate but sewn together at the top.

**SIDE DRAPE #3:** Double layer pattern that is knee length with an angled bottom pointing down towards the front. Top layer of slash is of Gold/Deep Gold Shattered Glass. Bottom layer is to be of

Royal/Royal Shattered Glass. Insert will be shorter than drape and have a bottom angle opposite of side drape's angle. Lined with XD Sapphire Blue. Attaches to right coat bottom using black snap tape. Also, has ability to attach to the bib trousers with same snap tape. . Side drape is wider than normal at the bottom and the two layers are separate but sewn together at the top.

**PAIR OF GAUNTLET CUFFS:** Approx. 7" high overall cuffs, close to forearm. Right cuff of XD Sapphire Blue. Left cuff of XD French Vanilla. Both cuffs with gusset closure. Set on the outside edge of each cuff is a 30L gilt dome tack back button. "Fin" of Gold/Deep Gold Shattered Glass sewn into the opening edge of each cuff.

**PLUME #1:** 16" Cream (match XD French Vanilla) French upright with double feathers, neoprene tube, and gilt cup.

**PLUME #2:** 16" to royal blue (match XD Sapphire Blue) French upright with double feathers, neoprene tube, and gilt cup.

**FEATHER SPEAR #2:** 18" Blue (match XD Sapphire Blue) Ostrich spear.

**FEATHER SPEAR #2:** 18" French Vanilla (match XD French Vanilla) Ostrich spear.

**PLASTIC SHAKO STORAGE BOX:** Shako-Mate style in black high impact polystyrene.

**GARMENT BAG:** 200 Denier nylon garment bag with heavy-duty vertical zipper with reinforced zipper stop. Heavy-duty zippered utility/accessory pocket in back. Clear viewing window for identification purposes. Top opening for hanger. Double needle stitching throughout. Metal grommet reinforced air vent. Handles at top and bottom of bag to carry as a fold over bag. One-color screen imprint included.

**DRUM MAJOR UNIFORMS:** Same style, fabrics and items that are part of the band uniforms. The only changes will be the colors. All items included as with band.

**PLUME CARRIER:** Holds 100 plumes with rolling cart, 18" wide.

**SIZING PROGRAM:** Stanbury UMS or CutTime subscription – No charge

## IV. INFORMATION FOR OFFERORS TO SUBMIT

**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.

- Signed Cover Page and Page Two of the Solicitation
- Bid Schedule (Page 36)
- Appendix A – Deviation Form (Page 38)
- Appendix B – Non Collusion Form (Page 39)
- Appendix C – Uniform Software Information Sheet/Questionnaire (Page 40)
- Appendix D – Representative Information (Factory Trained Representative) (Page 41)
- Drug-free Workplace Certification (Page 43)
- FMSD Substitute W-9 form

## V. QUALIFICATIONS

**QUALIFICATION OF OFFEROR (MODIFIED MAR 2015):** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the District Standards of Responsibility, and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

District Standards of Responsibility - Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:

1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate it's capability to meet all contractual requirements;
2. a satisfactory record of performance;
3. a satisfactory record of integrity;
4. qualified legally to contract with the District; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

## VI. AWARD CRITERIA

**AWARD CRITERIA – BIDS (JAN 2006):** Award will be made to the lowest responsible and responsive bidder that meets the required specifications.

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one offeror.

## **VII. TERMS AND CONDITIONS – A. General**

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (MODIFIED 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 identify (by contract number) of the specific contract to which the assignment applies, and (iii) the name of the assignee and he exact address or account information to which assigned payments should be made. (b) if contractor amends, modifies, or otherwise changes its name, its identify (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 required approvals.

**BANKRUPTCY (MODIFIED JAN 2006):** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to 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.

**CHOICE-OF-LAW (JAN 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED FEB 2015):** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Specialist, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Specialist, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Specialist shall be void and of no effect.

**DISCOUNT FOR PROMPT PAYMENT (MODIFIED 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

**DISPUTES (MODIFIED JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Procurement Specialist in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the 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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to 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.

**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.

**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.

**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.

**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.

**NOTICE (MODIFIED JAN 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex,

telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (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 Specialist's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**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.

**PAYMENT & INTEREST (MODIFIED 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, payment will be made by check mailed to the payment address on "Page Two." (c) Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

- All invoices for payment of purchases of goods or services shall be delivered to Fort Mill School District Administrative Office.
- All payment for purchases of goods or services shall be paid by the District within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

**PUBLICITY (MODIFIED 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 Specialist.

**PURCHASE ORDERS (MODIFIED 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.

**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.

**TAXES (MODIFIED - 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.

**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.

**WAIVER (MODIFIED 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 Specialist has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

## **VII. TERMS AND CONDITIONS -- Special**

### **DEFAULT – SHORT FORM (MODIFIED - 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.

**ILLEGAL IMMIGRATION (MODIFIED NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)): By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

**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.

**SHIPPING/RISK OF LOSS (JAN 2006): F.O.B. Destination.** Destination is the shipping dock of the District's designated receiving site as specified herein.

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacturer's standard written warranty upon delivery of the products. Contractor warrants that manufacturer will honor this standard warranty that is provided.

**VIII. Bid Schedule**

By signing below we certify that we have reviewed the attached specifications and, unless deviations are listed, will supply uniforms and accessories exactly as specified.

Quantity	Item	Unit Price	Extended Price
	Uniforms per attached specifications		
250	Coats		
250	Jumpsuit Trousers w/adjustable foot stirrups		
250	Shako Hats		
250	Shako Wrap #1		
250	Shako Wrap #2		
250	Set of Five Mirrors per coat		
250	Detachable Collar		
250	Top #1		
250	Top #2		
250	Stretch Cummerbund #1		
250	Stretch Cummerbund #2		
250	Detachable Drop #1		
250	Detachable Drop #2		
250	Side Drape #1		
250	Side Drape #2		
250	Side Drape #3		
250	Pair Gauntlet Cuffs		
250	Plume #1		
250	Plume #2		
250	Feather Spear #1		
250	Feather Spear #2		
250	Plastic Shako Storage Boxes		
260	Garment Bags		
10	Drum Major Uniforms – complete		
6	Plume Carrier		
		<b>TOTAL</b>	

**F.O.B. Destination**  
Freight Included to Designated Location

\_\_\_\_\_ % Prepayment Discount if applicable  
(this will not be evaluated in AWARD)

**TERMS:**

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

**Company:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

\_\_\_\_\_  
**Signed By** **Title**

**DEVIATION FORM**

**NOTE:** The District will not accept the general statement:

*“ALL UNIFORMS WILL BE CONSTRUCTED USING OUR STANDARD MANUFACTURING PROCEDURES WHICH ARE EQUAL TO, IF NOT BETTER THAN THOSE CALLED FOR IN THE SPECIFICATIONS.”*

Any, and all, deviations in construction **MUST** be documented below. Any bid submitted without the detailed deviation documentation will be rejected.

1. Does your uniform deviate from attached specifications?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, indicate below any and all deviations from the construction specifications:

2. Will your uniform be manufactured using “Xtreme Wool” fabrics?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If NO, indicate what type fabric will be used along with manufacturer and specifications:

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid or proposal, the bidder certifies that:

- A. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- B. This bid or proposal has not be knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- D. The person signing this bid or proposal certifies that he has full informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

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**COMPANY NAME**

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**AUTHORIZED SIGNATURE**

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**TITLE**



**APPENDIX D:**

**The Bidder agrees to provide a factory-trained representative to handle all the details of the order. Said representative will be responsible for designing, measuring, and servicing the order throughout the initial purchase and on a continuing basis.**

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**Assigned Representative's Name**

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**Address**

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**E-Mail**

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**Direct Phone Number**

## OFFEROR'S CHECKLIST – Avoid Common Mistakes

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the District's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal 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 bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Check to ensure your bid/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-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

*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.*

**Fort Mill School District Four**  
Administrative Offices  
2233 Deerfield Drive, Fort Mill, SC 29715



**Solicitation #:** 20-049

**Date Issued:** June 4, 2021

**Procurement Specialist:** Kelly Keniston

**Phone:** (803) 548-8202

**E-Mail Address:** [queena@fortmillschools.org](mailto:queena@fortmillschools.org)

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:** 20-049

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**Project Name:** Fort Mill High School Band Uniforms

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**Contractor/Vendor Name:**

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**Address:**

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**Authorized Representative Name/Title:**

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:**

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