

Charleston > excellence is our standard  
 County SCHOOL DISTRICT

Invitation for Bid

Solicitation Number: B 1805

**Description:** Provide Refurbishment of Football Helmets for Charleston County School District

Date: October 18, 2017  
 Amendment 1

**SUBMIT QUESTIONS BY:** October 16, 2017 BY 2:00 PM ET

**SUBMIT BID BY:** October 24, 2017 BY 2:00 PM ET

**PROCUREMENT OFFICIAL CONTACT:** Procurement Services  
 Attention: Michelle Wright, CPPB  
 3999 Bridge View Drive  
 North Charleston, SC 29405  
 Phone: 843-566-1817  
 Fax: 843-566-1972  
 Email: [Michelle.Wright@charleston.k12.sc.us](mailto:Michelle.Wright@charleston.k12.sc.us)

Bids are to be submitted on the Bid Form provided; enclosed in a sealed envelope with the name and address of the bidder, CCSD Contract # B1805 Refurbishment of Football Helmets for Charleston County School District clearly marked on the envelope.

**ALL BIDS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND AN AGREEMENT FOR THAT COMPANY**

You must submit a signed copy of this form with your offer. By submitting, you agree to be bound by the terms of the Solicitation.	
Print Name of Offeror (Full legal name of business submitting the offer)	Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	Taxpayer Identification No.
Title (Business title of person signing above)	Telephone Number
Printed Name (of person signing above)	Facsimile Number
Company Address (Street, City, State & Zip Code)	
Contact Person(if different than authorized signature)	Email Address

Telephone Number	Facsimile Number	
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Cover Page

**AWARDS & AMENDMENTS:** Awards will be posted at the Physical Address stated above. The award will be posted by 11/09/2016 The award, this solicitation, and any amendments will be posted at the following website URL: <http://www.ccsdschools.com/0144/index.php>

**ACKNOWLEDGEMENT OF AMENDMENTS:** Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

**OFFEROR’S TYPE OF ENTITY:**

Small Women Minority Business Enterprise or Entity (Please Check appropriate boxes)

- |  |  |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned                 | <input type="checkbox"/> Minority Owned Small Business Certified     |
| <input type="checkbox"/> MBE – African American Owned                | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned                  | <input type="checkbox"/> HUB Zone Small Business                     |
| <input type="checkbox"/> MBE – Hispanic Owned                        | <input type="checkbox"/> Small Business Certified                    |
| <input type="checkbox"/> Women Owned Small Business Certified        | <input type="checkbox"/> Small Business Non-Certified                |
| <input type="checkbox"/> Women Owned Small Business Non-Certified    | <input type="checkbox"/> Corporation                                 |
| <input type="checkbox"/> Minority Owned Small Business Certified     | <input type="checkbox"/> Partnership                                 |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor                             |
| <input type="checkbox"/> Other _____                                 |  |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**  
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

**Solicitation Number: B1805**

Provide Refurbishment of Football Helmets

Proposals should be sent via United States Postal Service/hand delivered or courier service to:

**Procurement Services  
 Attn: Michelle Wright  
 3999 Bridge View Drive**

## I. Scope of Solicitation

Charleston County School District is soliciting bids from contractors to provide Refurbishment of Football Helmets on an "as needed" basis in accordance with specifications.

**The intent of this invitation for bid is to establish up to three (3) contracts for a period of one (1) year with the option to renew for three (3) additional one (1) year periods. (A total of three (3) years).**

**Charleston County School district is a single county-wide school district with schools in all areas of the county. Charleston County is located on South Carolina's southeastern coast and covers an area of 1,357 miles and has a 100-mile coastline along the Atlantic Ocean. The U.S. Bureau of the Census reports that the 2000 population in Charleston County was 309,969 making it the third largest county in the state of South Carolina as of 2000. The Tri-County area, comprised of Berkeley, Dorchester and Charleston Counties, reported a population in 2000 of 549,033. According to the State Budget and Control Board of South Carolina, as of July 1, 2005 Charleston County had grown to a population of 330,368, an increase of 6.58% over the 2000 census.**

## II. Instructions to Bidders

### A. General Instructions

Only one copy of the bid is required, unless specified elsewhere herein.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the bid during the contract period.

By submission of a bid, you are committing to supply the awarded system to every school where the system is needed for the duration of the contract. Allowable price differences are restricted to changes of quantity "n" devices as indicated below.

Tie bids will be resolved as outlined in the Charleston County School District Procurement Code.

Do not include any sales taxes in the bid price shown that the District may be required to pay. This procedure is necessary by S.C. Tax Commission Sales and Use Tax Regulation 117-174.95.

The District reserves the right to reject any and all bids and to cancel the solicitation.

Unit prices will govern over extended prices unless otherwise stated in bid.

Bid prices which include all handling, packing and transportation charges.

Delivery by the contractor to a common carrier does not constitute delivery to the District. Any claim for loss or damage shall be between the contractor and the carrier.

If items have brand name and/or model number, specify same in the bid.

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.ccsdschools.com/0144/index.php> (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

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

**BID / PROPOSAL AS OFFER TO CONTRACT** By submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (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 a 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 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 purpose of this certification, means Officials; 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 Official 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 Official 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 Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE

The Charleston County School District Procurement Code is available at [http://www.ccsdschools.com/0144/documents/CCSD\\_Model\\_Procurement\\_Code\\_20110310.pdf](http://www.ccsdschools.com/0144/documents/CCSD_Model_Procurement_Code_20110310.pdf)

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

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or 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 prior to the bid opening.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **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."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

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

**ETHICS ACT** By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

**NOTICES** All contact should be directed to Debra Cannon, Technology Procurement Administrator. No company should contact District staff directly. All questions should be directed in writing to Michelle Wright. Email [Michelle.Wright@charleston.k12.sc.us](mailto:Michelle.Wright@charleston.k12.sc.us) . Answers to any questions submitted will be sent to all companies via solicitation amendment.

**OFFICE CLOSING** 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's 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.

**OMIT TAXES FROM PRICE** Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

**PROPOSER'S QUALIFICATIONS** Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

**PROTESTS** Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

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

**QUESTIONS FROM OFFERORS** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions

no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

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

(b) 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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that 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 Official.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation, **you agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint



venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

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

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

Do not mark your "Cost Proposal/Bidding Schedule" Confidential.

**SUBMITTING YOUR OFFER OR MODIFICATION** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**WITHDRAWAL OR CORRECTION OF OFFER** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

### III. Special Instructions

1. **BOARD APPROVAL REQUIRED:** Any award is subject to prior approval by the Charleston County School District Board of Trustees.
2. **DISCUSSION WITH BIDDERS:** After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.
3. **SUBCONTRACTOR APPROVAL:** All subcontractors must be pre-approved by CCSD.

### IV. TERMS AND CONDITIONS

#### A. General Terms and Conditions

**GOVERNING TERMS AND CONDITIONS:** Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

**AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

**COMPLIANCE WITH LAWS** During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**COMPLIANCE WITH STATUTES:** During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACT ADMINISTRATION:** Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any District entity

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES CCSD may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY -- UNKNOWN The total quantity of purchases of any individual item on the contract is not known. CCSD does not guarantee that the CCSD will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

FORCE MAJEURE: The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contract capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by default of a sub vendor, and if such default arises out of causes beyond the control of both the vendor and sub vendor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub vendor were obtainable from other sources in sufficient time to permit the vendor to meet required delivery schedule.

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

### INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.
2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.
3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.
4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.
5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnities if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

INSTALLATION Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. the vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

**Type of insurance**

Workers Compensation, Applicable Federal and Employer's Liability	
1. State:	Statutory
2. Applicable Federal:	Statutory
3. Employer's Liability:	\$100,000 per accident \$500,000 disease, policy limit \$100,000 disease, each employee
General Liability Insurance including completed operations and product liability coverages:	
1. General Aggregate (Except Products – Completed Operations):	\$1,000,000
2. Products – Completed Operations Aggregate:	\$1,000,000
3. Personal and Advertising Injury (Per person/organization):	\$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
5. Fire Damage (Any one fire):	\$1,000,000
6. Medical Expense (Any one person):	\$1,000,000
7. Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.	
8. Excess Liability (Umbrella Form)	
a) General Aggregate:	\$2,000,000
b) Each occurrence (bodily injury and property damage)	\$1,000,000

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall

furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

LICENSES AND PERMITS During the term of the Contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by CCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

MATERIAL AND WORKMANSHIP Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror's proposal has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

**PAYMENT FOR GOODS AND SERVICES** Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the RFP. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5. Qualifications.

**PERFORMANCE AUDITS:** The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

**PRICES** Prices under this contract are "not to exceed" prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the Price Proposal certifies that the proposal is accurate and binding and that all costs are shown and accurately reflects the total Technical proposal cost. All prices shall be stated in United States currency.

**PRICE CERTIFICATION:** I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

**PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS:** "an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

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

**PURCHASE ORDER** A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

**PURCHASING CARD:** Contractor agrees to accept payment by the Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order.

**PUBLICITY RELEASES** Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

**QUALITY OF PRODUCT** (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

**REJECTION:** The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

**RESTRICTIONS/LIMITATIONS** No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

**RISK OF LOSS:** The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

**RECORDS RETENTION AND RIGHT TO AUDIT:** Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

**SEVERABILITY:** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

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

**SUBCONTRACTOR IDENTIFICATION:** If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, CCSD may evaluate your proposed Subcontractors.

**SUBCONTRACTING; ASSIGNMENT:** The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.



**SUBCONTRACTORS:** Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

**SWMBE PARTICIPATION:** Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

**TAXES** Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD'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 CCSD to Contractor, Contractor shall be liable to CCSD 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.

**TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. It is Charleston County School District's intent to contract with the successful bidder by entering into an One (1) year agreement from the date of contract execution. An option to renew for four(4) additional one (1) year periods shall be provided if agreeable by both parties.

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

**TERMINATION:** Subject to the conditions below, the District providing a (30) thirty-day advance notice in writing is given to the vendor may terminate the contract for any reason.

**NON-APPROPRIATIONS:** Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**FOR CONVENIENCE:** In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

**FOR CAUSE:** Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

**DEFAULT:** In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT:** In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

**DUE TO MALICIOUS ACTS:** In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

**INSOLVENCY:** This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**TERMINATION BY CONTRACTOR:** Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.

**WARRANTY** Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

**WAIVERS** The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

#### **V. QUALIFICATION OF OFFEROR**

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of CCSD, 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. S.C. Code Section 11-35-1810.

#### **QUALIFICATIONS -- REQUIRED INFORMATION**

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information) with bid or within 2 days of request by CCSD:

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) List of failed projects, suspensions, debarments, and significant litigation.

#### **VI. AWARD CRITERIA**

Offerors must bid on all items to be considered responsive.

**AWARD CRITERIA – BIDS:** Award will be made to the lowest responsible and responsive bidder(s). The Total of the Extended Line Item Prices will be the Evaluated Price in determining the low bid(s).

**AWARD TO MULTIPLE OFFERORS:** Awards will be made to up to three, responsive and responsible offerors with the lowest bids.

**UNIT PRICE GOVERNS:** In determining award, unit prices will govern over extended prices unless otherwise stated.

## VII. SPECIFICATIONS / SCOPE OF WORK

Indicate the unit costs inclusive of all required specifications and services. The prices listed shall include **ALL** costs to the District. All prices submitted shall be with delivery FOB Destination, freight prepaid and allowed. All prices submitted are for the product(s) as specified. The prices submitted reflect compliance with all specifications and conditions of the solicitation. Prices shall be provided for per "each" or individual item **on an "as needed" basis.**

These football helmets are utilized by students and staff throughout the District Refurbishment of football helmets. A list of all Helmets and interior parts so parts remain with the same helmet throughout and serial numbers being repaired by the contractor shall be maintained to keep an accurate inventory of items being picked up and delivered. The vendor shall maintain records of all repairs by school and cost and made available to the each school and District Athletic Department as needed.

All repairs are to be completed at the vendor's facility and must mirror OEM quality work- stainless parts as opposed to the black screws and nuts that rust.

The vendor shall work closely with the District on a case by case basis when a Football Helmets may be deemed "non-repairable."

### **Pickup Locations:**

The Contractor shall have the ability to pick up and deliver on a semi-yearly basis for up to 40 schools. It is of the utmost importance that the same Football Helmets that are picked up at a school are delivered back to that school.

CCSD has the right to refuse repaired items for poor quality of work.

This will be a one (1) year contract with the option to renew for two (2) additional years.

All deliveries shall be FOB Destination. All delivery charges are to be paid by the contractor and included in the price of the goods, not invoiced separately. Any claim for loss or damages shall be between the contractor and the carrier.

**Warranty**

Contractor shall provide a minimum 90 day warranty on repair services.

**Payment**

Payment will be made upon proper invoicing and acceptance of the repair services by the District.

**QUALITY –**

All work shall be performed and completed in a thoroughly workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications/scope of work.

**VOLUME:** Based on the nature of the equipment and its use, the quantities for each type of repair service are unknown and cannot be predicted and will be on an "as needed" basis. The District does not anticipate the need for additional types of repair service; however, the District reserves the right to request quotes for, and add by change order, any additional repair services that are in keeping with the general scope of this solicitation.

Charleston County School District reserves the right to negotiate additions/deletions for Football Helmets versions and repairs as needed during the life of the contract.

8.0 BIDDING SCHEDULE / COST PROPOSAL

**Refurbishment services to include pick-up, delivery, parts, labor, materials and equipment necessary:**

## BASIC HELMETS

	DESCRIPTION
1.	Cleaning and sanitizing and inspection of all helmets. -
2.	Removing decals, awards and stripes and other marks
3.	Removing and reinstalling each face mask <u>with</u> stainless steel. Hardware, new cage straps and all new chin strap snaps and stud hardware.
4.	Buff, shine and wax the complete shell unless it is to be painted
5.	Buff and remove old paint and prime all shells if helmets are to be painted.
6.	All helmets to be sized.
7.	All helmets must be returned with an "initial manufacturer's date" label on the back of the exterior of the shell.
8.	NOCSAE recertifies all helmets according to NAERA standards for the next/upcoming season.
	Price of \$ _____ per Helmet

Refurbishment services to include pick-up, delivery, parts, labor, materials and equipment necessary:

## INTERIOR HELMETS

The price above should NOT include any new interior parts added or replaced, painting, replacing of any new face masks or any new chin straps.) Some new interior parts will be needed for the helmets. The interior part price will cover anything inside the helmet including sizers, air liners, s-pads, z-pads, valves, sweatbands, etc.

	DESCRIPTION	PRICE PER HELMET
1.	Interior part price for RIDDELL HELMETS	\$
2.	Interior part price for SCHUTT HELMETS	\$
3.	Interior part price for XENITH HELMETS	\$

	DESCRIPTION	PRICE PER HELMET
1.	Basic high gloss paint	\$
2.	High gloss paint with metal flake	\$
3.	Fade paint	\$
4.	Flat paint	\$
5.	Lightning paint	\$
6.	Wedge paint	\$
7.	Hydrographic paint	\$
8.	Sports O-Zone Staph/MRSA treatment for each helmet	\$
9.	New Cage Straps	\$

## CHIN STRAP CHARGES

	DESCRIPTION	PRICE PER HELMET
1.	For Riddell Speed helmets: hard cup	\$
2.	For Riddell Speed helmets: soft cup	\$
3.	For Riddell Speed Flex: hard cup	\$
4.	For Riddell Speed Flex: soft cup	\$
5.	Schutt helmets: hard cup	\$
6.	Schutt helmets: soft cup	\$
7.	Xenith helmets paint: hard cup	\$
8.	Xenith helmets paint: soft cup	\$

## Face Mask

	DESCRIPTION	PRICE PER HELMET
1.	Riddell Speed face masks:regular	\$
2.	Riddell Speed face masks:special	\$
3.	Riddell Speed Flex face masks:regular	\$
4.	Riddell Speed Flex face masks:Special	\$
5.	Riddell Revolution face masks Regular	\$
6.	Riddell Revolution face masks Special	\$
7.	Schutt DNA face mask	\$
8.	Schutt ION face masks	\$
9.	Schutt XP face masks	\$
10.	Xenith face masks	\$



## Amendment 1

Question 1:

We had a question about the clause on page 12. Our Corporation has an indemnification clause that we use. Can we deviate from page 12 and submit the attached document? Will this cause us to be non-responsive?

Answer to Question 1: CCSD cannot accept bids that deviate from the indemnification clause. Those bids will be deemed non-responsive.

### **ATTACHMENTS:**

- A. Offeror's Checklist**
- B. Minority Participation Affidavit (SUBMIT WITH BID IF APPLICABLE)**
- C. Questionnaire (SUBMIT WITH BID)**
- D. Charleston County School District No Bid Form**
- E. List of District Schools and Map**

**Attachment A**

**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES*

Review this checklist prior to submitting your proposal

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

COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.

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

**Attachment B**

**Minority Participation Affidavit**

- Is the bidder a South Carolina Certified Minority Business? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- Is the bidder a Minority Business certified by another governmental entity? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

- If so, please list the certifying governmental entity: \_\_\_\_\_  
 \_\_\_\_\_
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- \_\_\_\_\_ Traditional minority
- \_\_\_\_\_ Traditional minority, but female
- \_\_\_\_\_ Women (Caucasian females)
- \_\_\_\_\_ Hispanic minorities
- \_\_\_\_\_ Temporary certification
- \_\_\_\_\_ Other minorities (Native American, Asian, etc.)

**Note:** *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

**Attachment C**

**QUESTIONNAIRE**

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

**1. SAFETY:**

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

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

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

**2. EXPERIENCE:**

Years in business under present name: \_\_\_\_\_

Years performing work specialty: \_\_\_\_\_

Licenses currently valid in force: \_\_\_\_\_

**4. REFERENCES**

Provide three references from companies/agencies you have provided similar services to in the past two (2) years.

***Reference #1***

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**Reference #2**

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**Reference #3**

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**Attachment D**

**CHARLESTON COUNTY SCHOOL DISTRICT  
NO BID REPLY FORM**

**BID TITLE : B1805 Refurbishment of Football Helmets**

**IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS**

**YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.**

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

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- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to Charleston County School District. Our objections are.....

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- 6. We do not sell the items/service on which bids are requested.
- 7. Other \_\_\_\_\_
- 8. We wish to remain on the bidders' list.
- 9. We wish to be deleted from the bidders' list.
- 10. Remove us from this item(s)/service only.

**COMPANY NAME** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

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

**SCHOOLS BY DISTRICT (ATTACHMENT E)**

**District 1**

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**St. James Santee Elementary**

8900 N. Highway 17  
McClellanville, SC 29458

**District 2**

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**Belle Hall Elementary**

385 Egypt Road  
Mt. Pleasant, SC 29464

**Charles Pinckney Elementary**

3300 Thomas Cario Boulevard  
Mt. Pleasant, SC 29466

**James B. Edwards Elementary**

855 Von Kolnitz Boulevard  
Mt. Pleasant, SC 29464

**Jennie Moore Elementary**

2725 Bulrush Basket Lane  
Mt. Pleasant, SC 29466

**Laing Middle**

2705 Bulrush Basket Lane  
Mt. Pleasant, SC 29466

**Laurel Hill Primary**

3100 Thomas Cario Boulevard  
Mt. Pleasant, SC 29466

**Moultrie Middle**

645 Coleman Boulevard

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**District 3**

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**Fort Johnson Middle**

1825 Camp Road  
Charleston, SC 29412

**Harbor View Elementary**

1576 Harbor View Rd  
Charleston, SC 29412

**James Island Elementary**



1872 Grimball Road  
Charleston, SC 29412

**James Island Middle**  
1484 Camp Road  
Charleston, SC 29412

**Murray LaSaine Elementary**  
Temp-891 Mikell Drive (Perm-691 Riverland  
Drive)  
Charleston, SC 29412

**Septima P. Clark Corporate Academy**  
1929 Grimball Road  
Charleston, SC 29412

**Stiles Point Elementary**  
883-A Mikell Drive  
Charleston, SC 29412

#### **District 4**

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**A. C. Corcoran Elementary**  
8585 Vistavia Road  
N. Charleston, SC 29406

**Academic Magnet High**  
5109-A West Enterprise Street  
N. Charleston, SC 29405

**Charleston School of the Arts**  
5109-B West Enterprise Street  
N. Charleston, SC 29405

**Chicora Elementary**  
Temp-3795 Spruill Avenue (Perm-1912 Success  
Street)  
N. Charleston, SC 29405

**Daniel Jenkins Creative Learning Center**  
2670 Bonds Avenue  
N. Charleston, SC 29405

**Edmund A. Burns Elementary**

3750 Dorchester Road  
N. Charleston, SC 29405

**Gordon H. Garrett Academy of Technology**

2731 Gordon Street  
N. Charleston, SC 29405

**Hunley Park Elementary**

1000 Michigan Avenue  
N. Charleston, SC 29404

**Jerry Zucker Middle School of Science**

6401 Dorchester Road  
N. Charleston, SC 29418

**Ladson Elementary**

3321 Ladson Road  
Ladson, SC 29456

**Lambs Elementary**

6800 Dorchester Road  
N. Charleston, SC 29418

**Liberty Hill Academy**

5025 West Enterprise Street  
N. Charleston, SC 29405

**Malcolm C. Hursey Elementary**

4542 Simms Street  
N. Charleston, SC 29406

**Mamie P. Whitesides Elementary**

1565 Rifle Range Road  
Mt. Pleasant, SC 29464

**Mary Ford Elementary**

3180 Thomasina McPherson Boulevard  
N. Charleston, SC 29405

**Matilda Dunston Elementary**

1825 Remount Road  
N. Charleston, SC 29406

**Midland Park Primary**

2415 Midland Park Road  
N. Charleston, SC 29405

**Military Magnet Academy**

2950 Carner Avenue  
N. Charleston, SC 29405

**Morningside Middle**

1999 Singley Lane  
N. Charleston, SC 29405

**North Charleston Creative Arts Elementary**

1600 Saranac Street  
N. Charleston, SC 29405

**North Charleston Elementary**

4921 Durant Avenue  
N. Charleston, SC 29405

**North Charleston High**

1087 East Montague Avenue  
N. Charleston, SC 29406

**Northwoods Middle**

7763 Northside Drive  
N. Charleston, SC 29420

**Pepperhill Elementary**

3300 Creola Road  
N. Charleston, SC 29420

**Pinehurst Elementary**

7753 Northside Dr.  
N. Charleston, SC 29420

**R. B. Stall High**

3625 Ashley Phosphate Road  
N. Charleston, SC 29418

**W. B. Goodwin Elementary**

5501 Dorchester Road  
N. Charleston, SC 29418

**District 9**

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**Angel Oak Elementary**

6134 Chisolm Road  
Johns Island, SC 29455

**Edith L. Frierson Elementary**

6133 Maybank Highway  
Wadmalaw Island, SC 29487

**Haut Gap Middle**

1861 Bohicket Road  
Johns Island, SC 29455

**Mt. Zion Elementary**

3464 River Road  
Johns Island, SC 29455

**St. Johns High**

1518 Main Road  
Johns Island, SC 29455

**District 10**

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**Ashley River Creative Arts Elementary**

1871 Wallace School Road  
Charleston, SC 29407

**C. E. Williams Middle School for Creative and Scientific Arts**

640 Butte Street  
Charleston, SC 29414

**Drayton Hall Elementary**

3183 Ashley River Road  
Charleston, SC 29414

**Montessori Community School**

2122 Wood Avenue  
Charleston, SC 29414

**Oakland Elementary**

505-A Arlington Drive  
Charleston, SC 29414

**Springfield Elementary**

2741 Clover Street  
Charleston, SC 29414

**St. Andrew's School of Math and Science**

30 Chadwick Drive  
Charleston, SC 29407

**Stono Park Elementary**

1699 Garden Street  
Charleston, SC 29407

**West Ashley High**

4060 West Wildcat Boulevard  
Charleston, SC 29414

**West Ashley Middle**

1776 Kennerty Drive  
Charleston, SC 29407

**District 20**

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**Buist Academy**

103 Calhoun Street  
Charleston, SC 29401

**Burke High**

244 President Street  
Charleston, SC 29403

**Charleston Progressive Academy**

382 Meeting Street  
Charleston, SC 29403

**James Simons Elementary**

741 King Street  
Charleston, SC 29403

**Julian Mitchell Elementary**

2 Perry Street  
Charleston, SC 29403

**Lowcountry Tech Academy**

1002 King Street  
Charleston, SC 29403

**Memminger Elementary**

20 Beaufain Street  
Charleston, SC 29401

**Sanders-Clyde Elementary**

805 Morrison Drive  
Charleston, SC 29403

**Simmons Pinckney Middle**

244 President Street  
Charleston, SC 29403

**District 23**

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**Baptist Hill Middle-High**

5117 Baptist Hill Road  
Hollywood, SC 29449

**E. B. Ellington Elementary**

5540 Old Jacksonboro Road  
Ravenel, SC 29470

**Jane Edwards Elementary**

1960 Jane Edwards Road  
Edisto Island, SC 29438

**Minnie Hughes Elementary**

8548 Willtown Road  
Hollywood, SC 29449

**Charter Schools & Others**

**Allegro Charter School of Music**

120 Broad Street  
Charleston, SC 29401

**Carolina Voyager Charter**

30 Race Street  
Charleston, SC 29403

**Charleston Charter School for Math and  
Science**

1002 King Street  
Charleston, SC 29403

**Charleston Development Academy**

233 Line Street  
Charleston, SC 29403

**East Cooper Montessori Charter**

250 Ponsbury Road  
Mt. Pleasant, SC 29464

**Greg Mathis Charter High**

2872 Azalea Drive  
N. Charleston, SC 29405

**Meeting Street Elementary at Brentwood**

2685 Leeds Avenue  
N. Charleston, SC 29405

**Orange Grove Charter**

1225 Orange Branch Road

Charleston, SC 29407

**Pattison's Academy for Comprehensive Education**

2014 Bees Ferry Road  
Charleston, SC 29414

**James Island Charter High**

1000 Fort Johnson Road  
Charleston, SC 29412

**Summit Program**

4360 Headquarters Rd.  
N. Charleston, SC 29405

**District Offices**

**Charleston County School District  
Headquarters**

75 Calhoun Street  
Charleston, SC 29401

**CCSD Operations Division**

3999 Bridgeview Drive  
North Charleston, SC 29405

**SAMS Administration Building**

721 Wappoo Road  
Charleston, SC 29407

**Middle School Learning Community**

4720 Jenkins Avenue  
North Charleston, SC

**High School Learning Community**

75 Calhoun Street  
Charleston, SC 29401

**Elementary Learning Community**

665 Coleman Blvd  
Mount Pleasant, SC 29464



# Charleston > excellence is our standard County SCHOOL DISTRICT

