 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>INVITATION FOR BID</b>	Solicitation Number	<b>USC-IFB-2154-KS</b>
		Date Issued	<b>02.23.2012</b>
		Date Posted	<b>02.23.2012</b>
		Procurement Officer	<b>Kevin Sanders</b>
		Phone	<b>803.777.4115</b>
		E-Mail Address	<b>ksanders@mailbox.sc.edu</b>

DESCRIPTION: **Band Uniforms and Accessories**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY:

11:00 AM on March 16<sup>th</sup> 2012

See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY:

**4:00 PM on March 1, 2012**

See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED:

**One (1) plus three (3) copies marked  
"COPY" (Original shall prevail).**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

<b>MAILING ADDRESS:</b>	<b>PHYSICAL ADDRESS:</b>
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

<b>CONFERENCE TYPE:</b> N/A <b>DATE &amp; TIME:</b>  As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above on <b>March 28, 2012</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</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.

<b>NAME OF OFFEROR</b> <small>(Full legal name of business submitting the offer)</small>	<b>OFFEROR'S TYPE OF ENTITY:</b> <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
<b>AUTHORIZED SIGNATURE</b>  <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</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>	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

<b>STATE OF INCORPORATION</b>	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
<b>TAXPAYER IDENTIFICATION NO.</b>  <small>(See "Taxpayer Identification Number" provision)</small>	

**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)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b>

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<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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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

In-State Office Address same as Home Office Address  
 In-State Office Address same as Notice Address    (check only one)

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

### I. Scope Of Solicitation

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

It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to furnish and deliver Band Uniforms and Accessories for the Band Department of the University of South Carolina Columbia campus in accordance with all requirements stated herein.

### II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BUYER – means the Procurement Officer.

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

CONTRACT - See clause entitled “Contract Documents & Order of Precedence.”

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

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

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

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

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

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.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (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://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (NOV 2007): 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 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. [02-2A010-1]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). 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 (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.

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

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

**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 this certification; or

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

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

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

**CLARIFICATION (NOV 2007)** Pursuant to Section 11-35-1530(6), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

**CODE OF LAWS AVAILABLE (JAN 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006):** 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). (Applicable only to offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006)** Any offer received after the Procurement Officer of the governmental body or his 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 governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):** 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 state 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.

**DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006)** 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 (JANUARY 2006)** 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 State's attention.

**ETHICS CERTIFICATE (May 2008):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

#### **ILLEGAL IMMIGRATION CLAUSES (2008)**

Procurement Code Transactions: Non-Construction

**ILLEGAL IMMIGRATION (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 State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with

Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

PROTESTS (JUNE 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 Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) 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 (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

#### RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(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 State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State 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 State 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 (JANUARY 2006)** 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 the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

**SIGNING YOUR OFFER (JANUARY 2006)** 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.

**STATE OFFICE CLOSINGS (JANUARY 2006)** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government 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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.htm](http://www.scemd.org/scgovweb/weather_alert.htm).

**SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002):** (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 State 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 State 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 State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING REDACTED OFFERS (FEB 2007):** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on



magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

**SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006)** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006)** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. Instructions To Offerors - B. Special Instructions**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-IFB-2154-KS**

**Title: Band Uniforms and Accessories**

**Attn.: Kevin Sanders**

**QUESTIONS MAY BE E-MAILED TO:**

ksanders@mailbox.sc.edu

**FAXED TO:**

**803-777-2032**

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006): Your offer must include manufacturer's latest literature showing complete product specifications.

DISCUSSIONS WITH BIDDERS (JAN 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

SAMPLES (JAN 2006): Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date.

Send Sample To:

Mark to attn of buyer listed on cover page.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

### III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

#### Special Bid Conditions

1. The use of a name of an item, material, product, special brand or make, in describing any item herein, does not restrict bidders to that particular item, unless otherwise stipulated. Use of a name is simply to indicate the quality, cost, tailoring and workmanship of the article desired or acceptable; however, the goods and processes on which proposals are submitted must, in all cases, be equal or better in quality. Each and every deviation from the Specifications or the General Conditions must be itemized on the Deviations Form in section IX of the solicitation. In the event there are no deviations from either the Specifications or the General Conditions, an entry must be made on the Deviations Form stating "no deviations". The Deviations Form is an integral and required part of the bids received.

2. To obviate the constant repetition of the phrase, "or equal, or higher quality, or of higher cost," it is hereby stipulated that such phrase is to be completely understood to be applicable to all stipulated particulars, except in those cases wherein it is specified that certain items, processes, etc., are not desired or acceptable to the University. When comparing bidders' samples with these specifications, we intend to use the construction features contained herein. When there are no notations on the Deviations Form, it will be understood that the Bidder is offering to furnish any items, processes, etc., and all item, processes, etc., in strict compliance with the Specifications and General Conditions. Statements or communications which serve to qualify any bid shall void such detail, information, and accompanying specifications. Deviations are not intended.

3. To be considered, each bidder must submit a fully constructed, complete sample uniform (jacket with white bibbers, black bibbers, and shako) consistent with the provided sketches to the university **in a separate box and must accompany bidder's response**. An exact sample from each bidder is required to ensure that the University can expedite the purchase soon after the award. The sample coat provided is to be a male size 38 regular with comparable size trousers. The University reserves the right to inspect the workmanship of the sample. The inspection will include but will not be limited to thoroughly wetting the garment with water, grass stains, dirt stains, condiment stains, exposing the garment to at least five dry cleaning cycles, and opening the garment to expose and thoroughly investigate the inner construction. The sample uniform is required to meet color and style specifications and it must conform to the details of workmanship and component parts. Any differences must be listed and explained on the Deviations Form enclosed for your convenience. All major items and separate items being proposed must have a sample present for comparison. It is to be completely understood that it is the intent of the University to have all items examined carefully and compared by persons conversant with the quality of materials, tailoring and workmanship. All bidders must submit liberal sized swatches of basic fabrics, reflecting the weight, shade, and indicating the mill supplying the materials which would be used.

4. For the purpose of measuring the current band members, the successful bidder (Contractor) will agree to fit the band members using the approved University of South Carolina Uniform Coat, Bibber Trousers, and Shako. Only the University of South Carolina Uniform will be used, and only after the original sample uniform has been approved by the University of South Carolina Band Department.

Coats, bibbers, and all major parts of the uniform are made to fit the nearest stock size from the information supplied by the company representative. This is done for a better year to year fitting program and allows more fitting flexibility. Jacket sizes will include, but not be limited to 32", 34", 36", 38", 40", 42", 44", 46", 48", 52", 54", 56", 58", and 60" in both men's and women's styles with full range of sleeve lengths from short to xx-long. Bibber Trousers are to correspond to Jacket sizes. The Shako sizes must be exact hat sizes (i.e. 6 7/8, 7 1/8, etc.) Exceptions are made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative.

All additional uniform sizes to be ordered to complete the uniform inventory will be supplied to the successful bidder (Contractor) by the University of South Carolina Band Department. The successful bidder (Contractor) will not be responsible for determining the sizes to be ordered. Exceptions may be made on unusual sizes wherein the garment is cut and produced to the measurements taken by a uniform company representative. Bidder is to use both male and female patterns for additional uniforms and sizes will range from, but not be limited to 32" to 60" Coat sizes and from 24" to 62" in waist size for Bibber Trousers.

5. All uniforms will be constructed with the realization of the hard usage to which they will be subjected, the year-to-year fitting problems inherent with students and shall feature construction which will assure a long lasting garment. Measurements, will be individually taken, and will be converted to adjusted stock sizes: extra short, short, regular, long and extra long, with proper adjustments for portly and thin, as required, in order to minimize the alteration charges each year. Patterns for the garments must be both male and female in children, adolescent and adult patterns as required, and will not be "cut-down" adult patterns.

6. IDENTIFICATION: Large black woven permanent numbers on white background will be sewn to each major component of the uniform. These numbers, will reflect the progressive sizes of the uniforms. In addition, there will be a "name and number" list furnished by the manufacturer at the time of the shipment in order to facilitate the issuing of uniforms when first received by the University. Shakos must also be numbered sequentially, inside the hat, and covered with plastic to protect the item from perspiration. Bibbers are to include inseam and waist information for future reference; Coats shall have sex, chest size and length indicated on a linen ticket.

7. CARE AND MAINTENANCE BOOKLETS are to be submitted with each complete order, including a separate booklet on dry-cleaning instructions.

8. UNIFORM MANAGEMENT SOFTWARE: The software shall be designed to calculate the proper stock uniform size required by a student, based on established sizing criteria used in the uniform industry. The software must consider the following attributes when determining sizes:

a) TYPE OF UNIFORM - The software shall be capable of storing and assigning uniforms of different types (i.e., regular band, front line, drum major, etc.) and to make the correct assignment to the respective student based upon that classification.

b) SEX - Uniforms produced without using separate male and female patterns result in inferior fit. All uniforms constructed by quality manufacturers are based on separate male and female patterns and as a result, the software must take gender into consideration, which will insure the user of a superior fit while outfitting students of dynamically different proportions.

c) HEIGHT AND WEIGHT - Height and weight are used to determine frame and body proportions. Simply relying on measurements of circumference and length will not assure a proper fit. The software must consider height and weight when determining size.

d) DELTOID AND CHEST - In order to insure that the coat fits the student properly consideration must be given not only to chest size but also the deltoid measurement. Consideration by the software of both the deltoid and chest measurement will assure the coat is full enough for the student to allow for full mobility.

e) WAIST AND INSEAM - To make certain trousers of the correct balance are issued, consideration must be given to waist and inseam. Failure to consider the required length can result in trousers proportioned for a different size student being issued.

The software will match the student with the proper coat, trousers, and headgear using sizes entered by the user. The software will be designed in such a way to insure priority is given to maintaining numeric continuity within an individual student's assignment in the assigning process, however the software shall be able to "mix" the numeric assignment when necessitated by the student's sizes and available inventory. The software shall be able to generate lists of the uniform inventory, student sizes, assigned uniforms, needed sizes, and remaining inventory. The software shall also have the capability of recalling uniform assignments by searching for individual parts.

The original order is to also include a paper BOUND BOOKLET with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include chest size, height, weight, and inseam for each uniform, as well as Shako sizes. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.

9. BAR CODES: Shall be an IPC 8 digit, Interleaved 2 of 5 symbology. They shall be a heat transfer silk screen product printed in reverse image. Once applied they transfer to right reading.

APPLICATION: IPC Bar Codes are applied only by use of a Texas Automation ES or DES-32 & 42 Model machine. For more information regarding IPC bar codes, contact IPC Corporation, Irving Tx..

**10. Delivery is of the essence and the University reserves the right to award a contract to the bidder who provides the earliest possible delivery.** The deadline for the completion of the order is July 30, 2012. **The University also reserves the right to reject any and all bidders who cannot meet the completion deadline.** Beginning July 31, 2012, the contractor will be liable for reimbursement to the University of South Carolina of all costs incurred from alterations and dry cleanings of current University of South Carolina Band uniforms until the complete order has been received by the University of South Carolina Band Department.

11. In setting forth these specifications, it is the intention of the **University** to offer equal opportunity to all bidders. Styles referred to by number and/or the company name are for descriptive purposes only and are not restrictive. The **University** is of the opinion that specified styles, material, linings and sundry items are equally available to all reputable manufacturers. Bidder is to furnish itemized quotations showing the cost of each item, the total price per uniform, and the total price of the entire order. Any allowance or cash discount for payment within a certain period before or after delivery is to be indicated on the bid; otherwise, it is presumed that payment is to be made on the basis of net 30 days.

12. Bidder must provide a full time uniform company representative to handle all details of the order, including design, measuring and servicing the order throughout the initial purchase and on a continuing basis. Bidder is to provide name, address, and phone number of representative or representatives who are to be responsible for handling the order.

13. All garments are expected to be constructed using the highest quality products and processing in order to provide consistency in the manufacturing process and a long useful life. **Bidder** must guarantee a minimum twelve (12) year written warranty all aspects of the uniform, and enclose a certificate stating this with **its** bid.

14. Uniforms are to be shipped on wishbone style hangers with solid bottom crossbar. HANGERS ARE TO BE HARD PLASTIC, NOT WOOD. Wooden hangers have a tendency to pick and pull the basic fabric, and they are not acceptable. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform part (coat and bibbers) must be delivered in its own clear polyethylene bag to prevent soiling. Uniforms must be delivered in 200 lb. test cardboard wardrobe containers, opening from the front, and having a metal bar reinforcement at the top with clasp to prevent hangers from disengaging from the metal structure. Each carton will be properly marked on the outside with identification numbers of the uniforms contained in that specific carton.

15. All garments are to be carefully inspected before final packing and shipment. All thread ends to be picked and cut and specifications (trim and details) will be critically checked for each individual garment before shipment. Buttons are to be applied and sewn at that time. Imperfections shall be corrected before the uniforms are shipped. At delivery, the uniforms shall be ready to wear without cleaning or pressing.

16. Fabrics used shall be properly labeled to include weight, composition, lot number, and shade number for each. When using wool materials, a "Kaumagraph" MUST appear on the back of the fabrics insuring a first quality fabric. The "Kaumagraph" used on sample uniforms made of 100% wool fabric is found on the inside of the garment.

17. Any dacron/wool blend fabric from any vendor must be professional cold water and alcohol sponged, decated, and inspected. Bidder must submit in writing, certification that dacron/wool blend fabric will have undergone this fabric stabilization prior to manufacture of the uniforms. Also, such certification should be submitted in writing by an officer of the bidding company. The company actually performing the stabilizing process must be indicated, with an individual or officer of said company to contact for verification of processing. As dacron/wool garments having not undergone such processing can experience significant and excessive shrinkage, bidders not providing such a sponging treatment and certification in this bid will be disqualified.

18. Any uniform from any **contractor** must be professionally dry-cleaned and all dyes set prior to delivery. Contractor must submit in writing, certification that all fabric will have undergone this dye-setting process prior to delivery of the uniforms.

19. Examine all specifications carefully. It is the intent of the **University** to audit each sample for strict compliance to the specifications. These specifications encompass methods and materials yielding only the highest quality garment, through specifying only the highest quality materials, components, accouterments and

designate 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.

## GENERAL CONSTRUCTION SPECIFICATIONS

Read these specifications very carefully before submitting a bid. It is the intent of the University to audit and inspect each sample for strict compliance to the specifications. They encompass methods and materials yielding only the highest quality garments. These standards are so stated to insure a garment will have a functional lifetime retention period of at least 10-12 years, with normal care and maintenance.

### MATERIALS

Fabric identification number: 8145\*

Supplier: Raeford Uniform Fabrics Company

Attributes: 100% Worsted Wool. Fine wale whip cord, weight is 15 to 16 ounces. Water repellent and mothproof treated. Guaranteed colorfast against light, perspiration, dry-cleaning, wet pressing, dry pressing, wet crocking and dry crocking.

\*All 100% Wool fabrics are to be subjected to a cold water shrinking process. The method to be used includes measuring the goods, passing the material through a mixture of cold water and a wetting agent, drying the material in a tension free state, rolling the material onto wooden rollers where it is allowed to relax for 12 hours, decatizing the material, remeasuring the cloth and shipping the material to the manufacturer for cutting.

Attributes: 100% Polyester. The material has been thoroughly tested and has proven to meet the highest industry standards: Abrasion and pilling resistant, crease retention and wrinkle recovery. It shall be understood, that once defined in the style specifications, NO SUBSTITUTIONS are allowed.

Fabric identification number: 4030 Range

Supplier: Raeford – A Division of Burlington Indest.

Content: 100% Polyester

Sample fabric swatches shall accompany each bid invitation. They shall be properly labeled to include: weight, composition and shade (color). When using Raeford Uniform Fabrics Company's 8145 materials, a "kaumagraph" must appear on the back of the fabrics (except white) insuring a first quality fabric. The "kaumagraph" used on sample uniforms of 8145 materials is found on the inside of the uniforms and will look like the illustration below. NOTE: KAUMAGRAPHS NEED NOT APPEAR ON FABRIC SWATCHES.



EXACT SIZE OF KAUMAGRAPH

THREAD: All seams, blind-stitching, top-stitching, padding and buttonholes, shall be sewn with FILCO #50 polyester core, cotton wrap, soft left twist thread. It must have a tensile strength of 4.7 to 4.9 pounds and a melting point for heat resistance of 480 degrees. It must be vat non-subliming dyed, boil fast and be dry-cleanable.

**BRAID:** Shall be of A.H. rice quality or equal, color fast under proper dry-cleaning procedures. Most braid designs with very tight turns or curves using 1/4" or wider will be applied with a double needle machine, using two threads for a more secure attachment and to prevent curling of the edges.

**ZIPPERS:** Shall be solid brass YKK or equal quality, unless specified otherwise, center-buttet zippers when required, shall be sandwiched in, rather than sewn on the outside of the inside facing for added strength.

**BUTTONS:** Metal buttons will be of Waterbury quality or equal. All will be secured using two methods only. The use of a two-hole stay button, machine lock-stitched through the metal shank, coat material and two hole stay button, and or, the use of a washer and ring.

**DIRECT EMBROIDERY:** Swiss embroidery shall be applied with the use of a "Barudan" computerized embroidery machine or equal quality, to ensure consistent quality on every uniform from year to year. Bonaz type embroidery shall be made with a Cornelli, or equal, embroidery machine.

## **COATS**

**PATTERNS:** The patterns for coats shall be made separately for male and female utilizing a computerized system of Gerber, Micro dynamics, Lectra, Mark-A-Matic, or a similarly approved system. They will be designed specifically for Children, Adolescent and Adult age group reflecting up to date body proportions with ample side body outlets, allowing for simple alterations year to year. All Hard Collar Coats shall have a Four (4) piece front construction, allowing for proper chest, bust and waist suppression in all size ranges, thus eliminating unsightly bust darts. Insleeve and side body seams must be 1" double, to allow for proper alterations. (See Diagram "A")

**INNER CONSTRUCTION:** The inner foundation or coat canvas shall consist of fine quality material 6.08 oz. per square yard and comprised of 64.4% Rayon, 21.2% Polyester and 14.4% Hair, running the full length of the coat front and over to the armholes. The chest section shall be reinforced with bias "Nylo-Flex", a material comprised of 72% polyester, 28% rayon and 4.2 ounces per square yard, cut on a bias and covered by an additional section of felt, applied with rows of zig-zag stitching assuring good appearance and shape retention for each coat, and eliminates the bulkiness of several layers of coat canvas, which may or may not be cut on the bias for flexibility. (See Diagram "B"). On waist length coats, except those with a center front butted zipper, a 3/8" non-bias tape will run down the front and along the base of the coat to ensure body and shape retention. On seat length coats, except those with a center front butted zipper, the 3/8" non-bias tape will run down the front. There will be a 1" pleat at the bottom of the coat lining to allow for freedom of movement. The hem turn-up, at the coat bottom, is bound with a bias tape then blind-stitched through the lining and catching the outer shell fabric. A vertical lining pleat, no less than 1", shall extend from the base of the collar down to the natural waistline, to allow for comfort when the arms are extended in a playing position. (See Diagram "E").

**SHOULDER PADS:** Must be pre-formed, having an additional support of coat canvas material sandwiched between the padding and then "needle punch" constructed to retain its shape and form. A pad that is constructed with soft cotton wadding, wrapped in a cheesecloth material, will not retain its shape and has a tendency to break-down or deteriorate with normal wear abrasion and repeated dry-cleaning process.(See Diagram "C").

**ARMHOLE:** Shall be constructed using a separate operation wherein, the lining, seam allowance, shoulder pad, sleeve head, edge tape, coat canvas and armhole seams are joined together by machine 'zig-zag' stitching, working in the lining fullness, allowing for ease of movement, thus creating the strongest armhole construction in the industry. Hand-sewing various points of the armhole by merely tacking the sleeve and coat lining does not allow for flexibility in this area, where musicians are constantly applying stress through rigorous arm movement. (See Diagram "C").

**SLEEVE HEADS:** Will be made of coat canvas material, the same as the inner coat foundation. It must be at least 6" in width, triple folded and stitched, cut on a bias for flexibility and be at least 10" long to ensure a proper and firm shoulder support. Soft cotton wadding and or, fabric 'scraps' will not offer the firm support necessary for shape retention and appearance as this material has a tendency to 'break-down, flake and deteriorate through excessive use and normal dry-cleaning process. (See Diagram "C").

**PERSPIRATION SHIELDS:** Shall be made of a colorfast Athletic Felt comprised of 70% wool, 30% rayon and 7.5 ounces per square yard, the highest wool content available in felt, thus having the highest absorbancy. The shields must be bound with 15/16" rayon binding, machine stitched all around securely. Cotton binding and merely tacking the shield is not an acceptable procedure, as the cotton will absorb perspiration and weaken the thread, causing it to break under minimal stress. (See Diagram "C & E").

**COLLAR CONSTRUCTION:** Standard military hard collar; constructed using a dry-cleanable 'Mylar', covered on both sides with a heavy Pellon interfacing then bound with a fabric-backed vinyl binding to prevent the mylar from wearing through the shell fabric. The use of cotton or self-fabric to bind the mylar frame will be deemed unacceptable, for it will not prevent wear of the outer fabric. The hook and eye closure shall be threaded with non-bias tape, then stitched through the mylar frame. All braid or ornamentation on the outer collar shell must be stitched through and through the mylar frame to ensure strength and shape retention. This construction will allow for a self-conforming collar so it will fit several neck sizes without binding or causing discomfort to the wearer. Riveting the hook and eye to the frame could possibly cause the frame to 'crack' under normal use and dry-cleaning processes, not an acceptable procedure. (See Diagram "D").

**OPEN COLLAR LAPEL COATS:** A 3/4" non-bias bridle tape will be placed where the lapels roll and blind stitched to retain smooth lines and afford a permanent shape. The under collar on notch and peak lapel coats, will be interfaced with bias under collar canvas and blind-stitch padded to form properly around the neck. Shawl under collars will also be padded and the facings will be lined with Pellon, to add support and create an elegant tailored finish. the same 3/4" bridle tape construction will also apply.

**COLLAR LINERS:** The removable liners will be numbered, made of an absorbent webbing and will be bound or piped all around with a washable cotton binding. It will have four (4) heavy duty metal non-rusting or tarnishing snaps. These four snaps shall be positioned to avoid any of the numerous pressure points in the wearers neck. The liner will meet or slightly overlap in the front to offer complete protection to the outer material and the wearers Adams Apple from the hook and eye attachment. This liner is to be washable. Fabric, other than absorbent is not acceptable. (See Diagram "D").

**COAT AND SLEEVE LINING:** Shall be made of 100% Polyester twill with a Satin Sheen finish. The lining quality will have a yarn count of 120 X 76. The coat lining will have a generous 1" pleat running vertically down the center back for more freedom of movement and eliminate tightness or sagging. This lining shall be properly cut and fitted to correspond with the style coat selected. The lining at the 'armhole' must be securely fastened to the coat by machine 'zig-zag' stitching for strength. Hand sewing or felling, will not provide the needed strength and is not an accepted method. (See Diagram "E").

**SLEEVE CUFFS-SHOULDER STRAPS:** Both sleeve cuffs and shoulder straps will be reinforced with a Pellon interfacing for added shape and body retention. A generous 2 1/2" sleeve cuff is to be provided, having the fabric and the lining continue to the bottom, turned back up and blind stitched to the lining to permit sleeve length alteration without disengaging the lining from the sleeve fabric. This method is known as the "EASY ALTER" sleeve construction. (See Diagram "E").

**BUTTONHOLES:** All button holes are to be "cut-first", whether they have a horizontal bar-tack or a fly-tack at the ends. Buttonhole stitches are to completely cover the raw edge of the material and canvas interfacing. A cut-after button hole leaves raw edges and exposes the interfacing, which is unsightly and not acceptable. Thread to be used is Filco #50 for strength and color match. (See Diagram "E").

**POCKETS:** Shall be made with fine quality, color fast sized polyester/rayon material and the facing will be reinforced with the shell fabric.

**POCKET FLAPS:** Flaps are to be cut and styled in accordance with the basic style of the coat and will have Pellon interfacing to insure proper shape retention and prevent curling at the edges. This interfacing also prevents sagging and puckering. Flaps are to be lined with the same fabric as the shell of the coat.

**UNDERPRESSING AND FINAL PRESSING:** After each major sewing operation, the garment will be underpressed and shaped, which insures permanency of contour and style. The final pressing enhances the 'uniforms' overall appearance and style.



# DIAGRAM

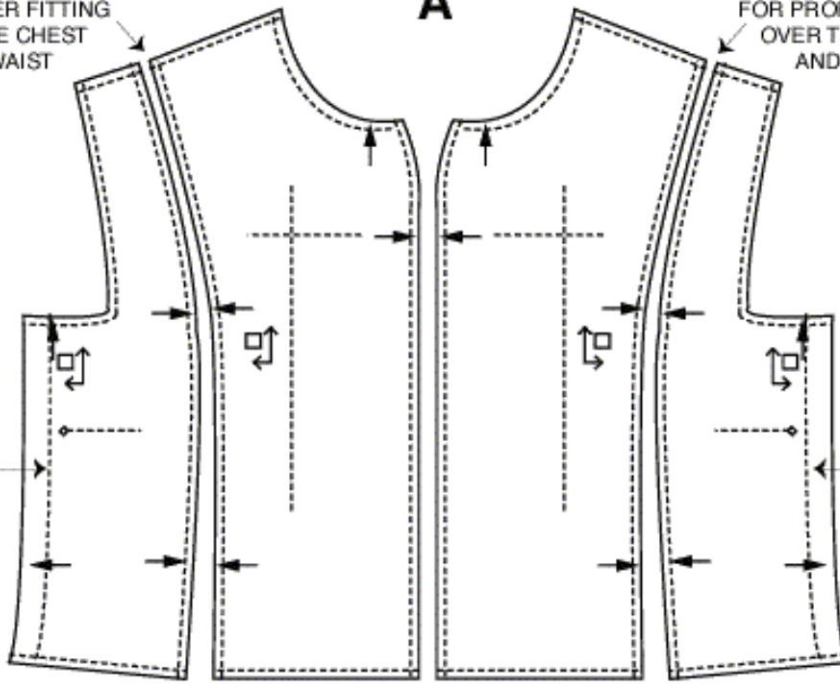
## "A"

FOUR PIECE FRONT SEAM  
FOR PROPER FITTING  
OVER THE CHEST  
AND WAIST

FOUR PIECE FRONT SEAM  
FOR PROPER FITTING  
OVER THE CHEST  
AND WAIST

1" DOUBLE  
SIDE SEAM  
FOR  
ALTERATIONS

1" DOUBLE  
SIDE SEAM  
FOR  
ALTERATIONS



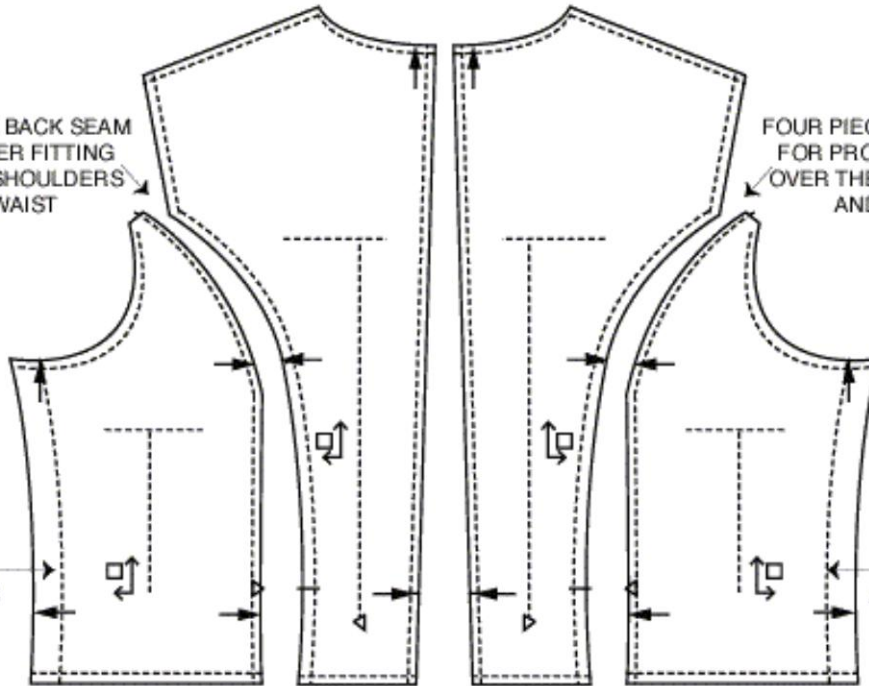
**MALE COAT FRONT**

FOUR PIECE BACK SEAM  
FOR PROPER FITTING  
OVER THE SHOULDERS  
AND WAIST

FOUR PIECE BACK SEAM  
FOR PROPER FITTING  
OVER THE SHOULDERS  
AND WAIST

1" DOUBLE  
SIDE SEAM  
FOR  
ALTERATIONS

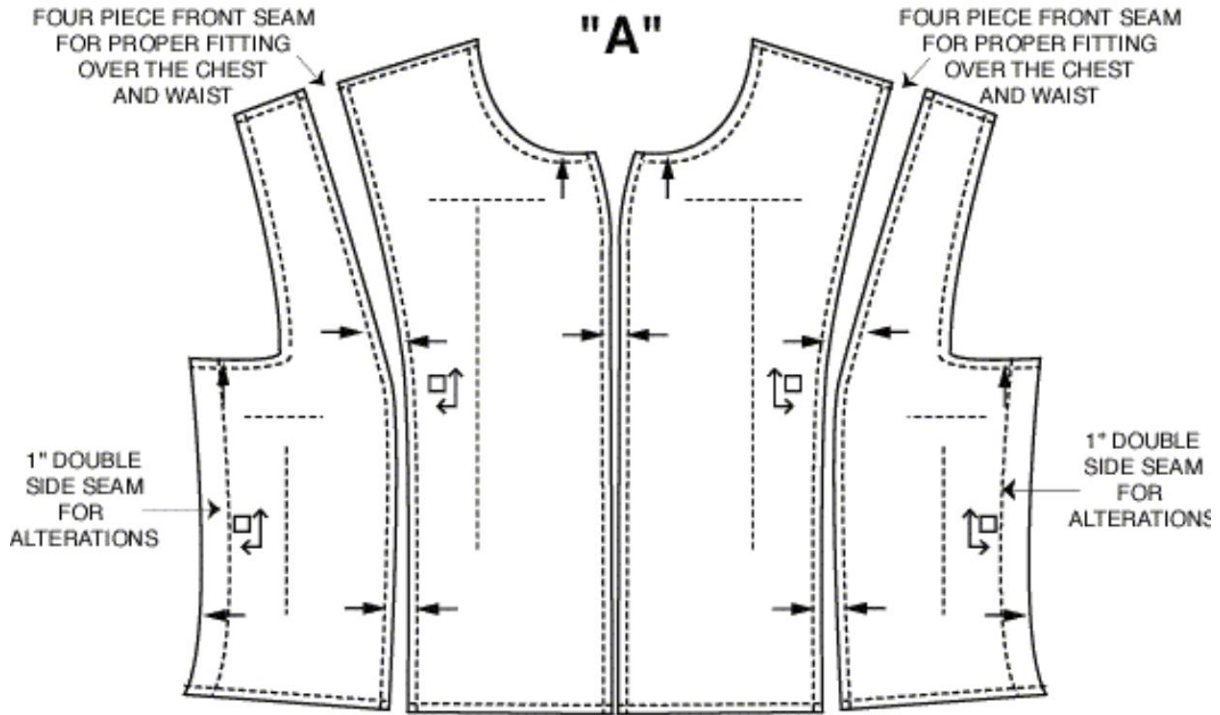
1" DOUBLE  
SIDE SEAM  
FOR  
ALTERATIONS



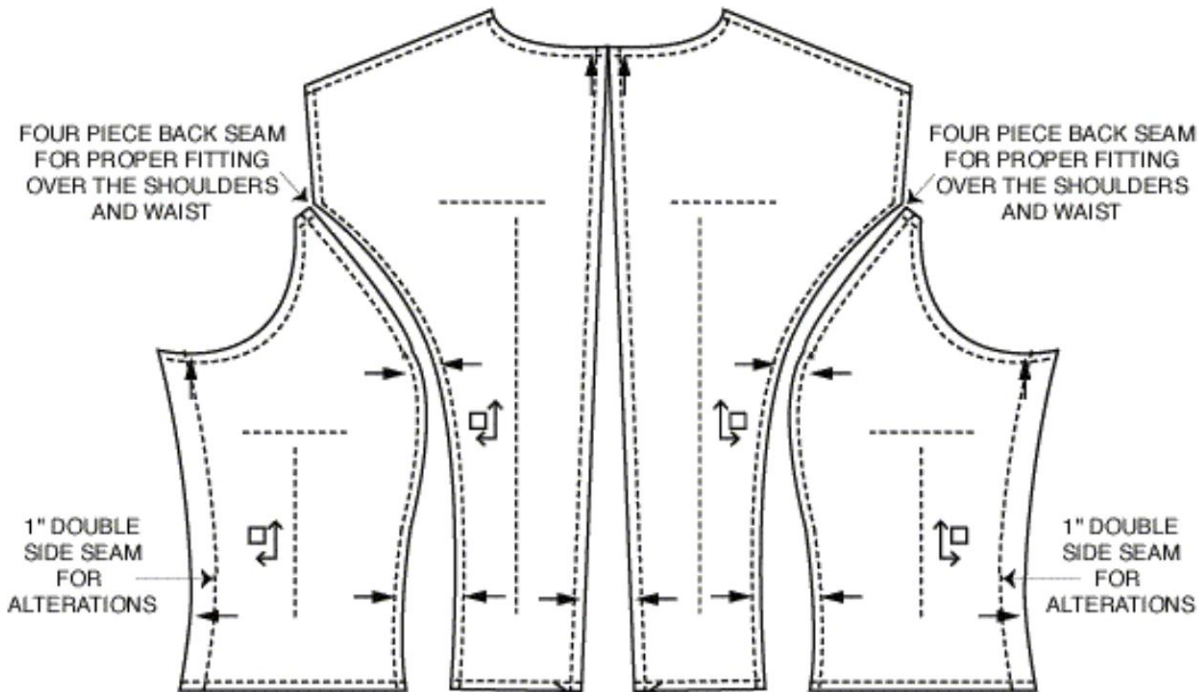
**MALE COAT BACK**

DIAGRAM "A" Continued Next Page

# DIAGRAM "A"

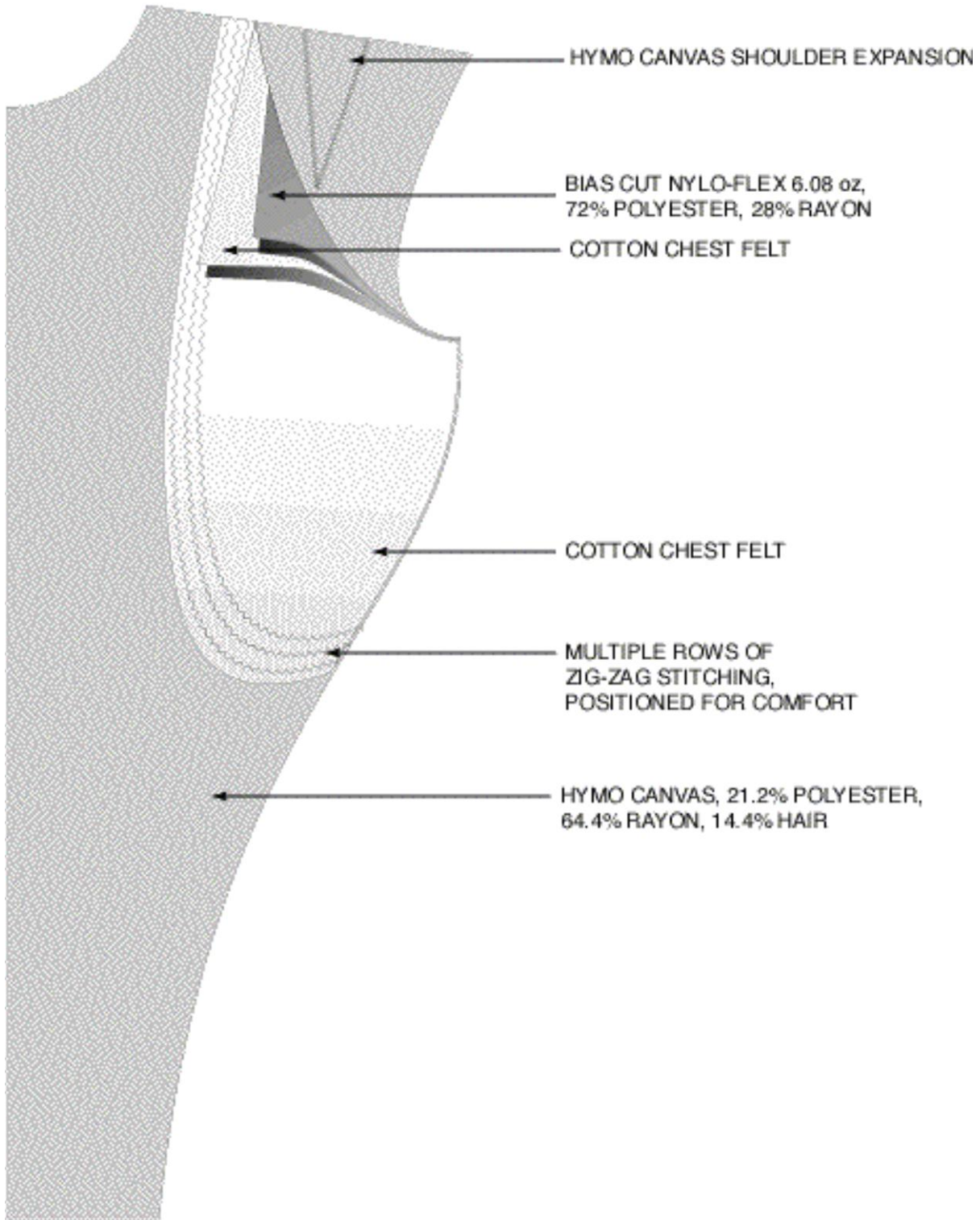


FEMALE COAT FRONT

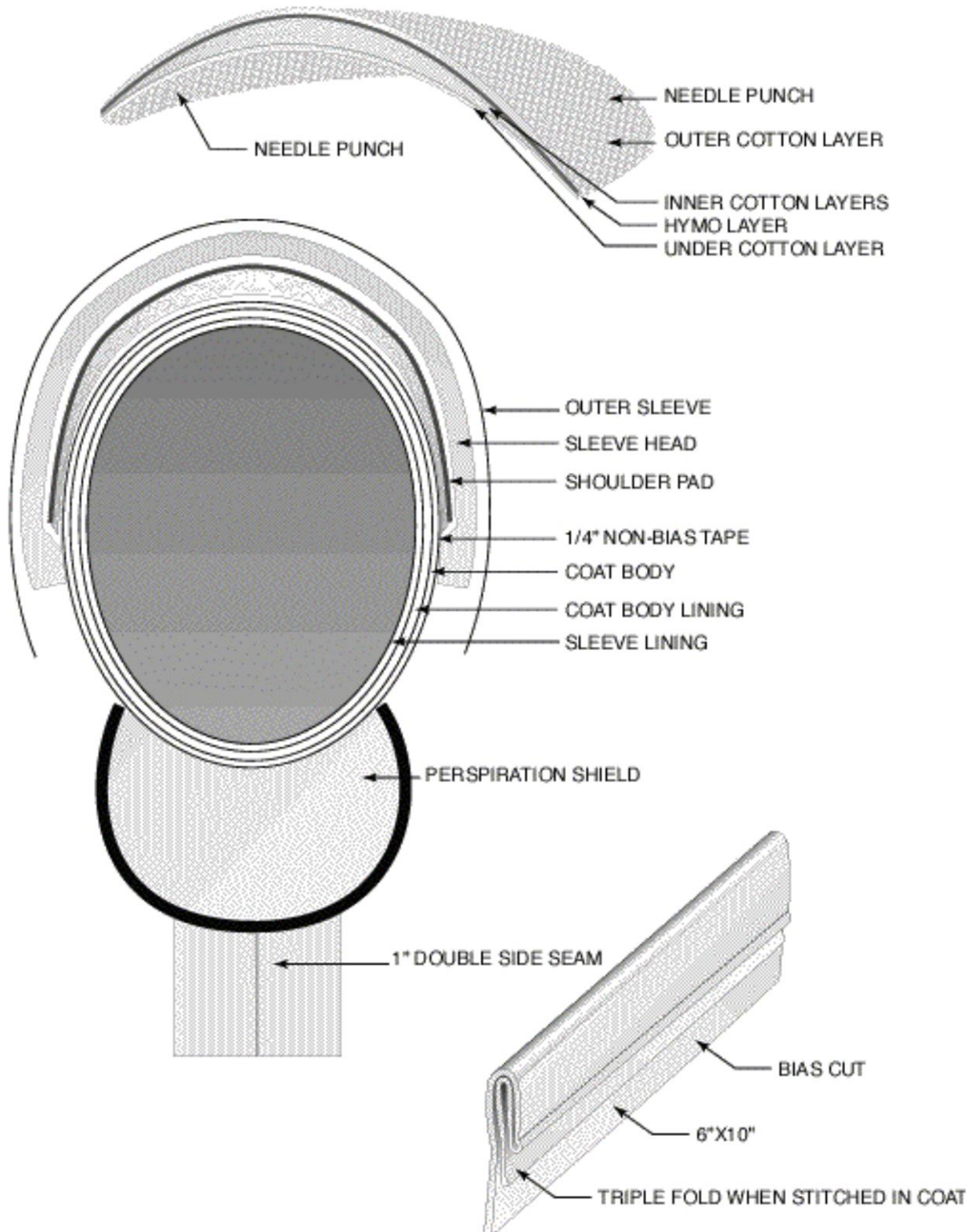


FEMALE COAT BACK

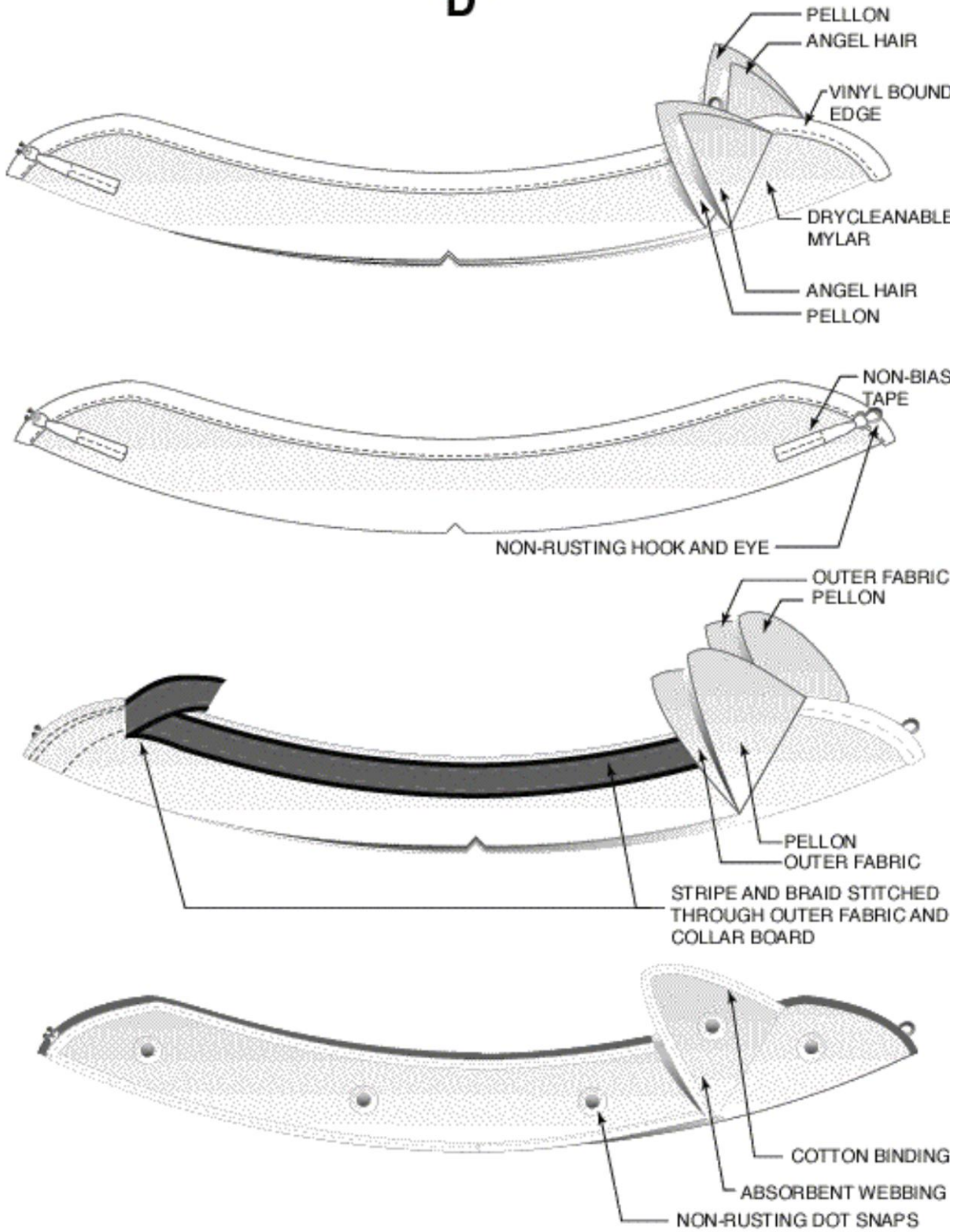
# DIAGRAM "B"



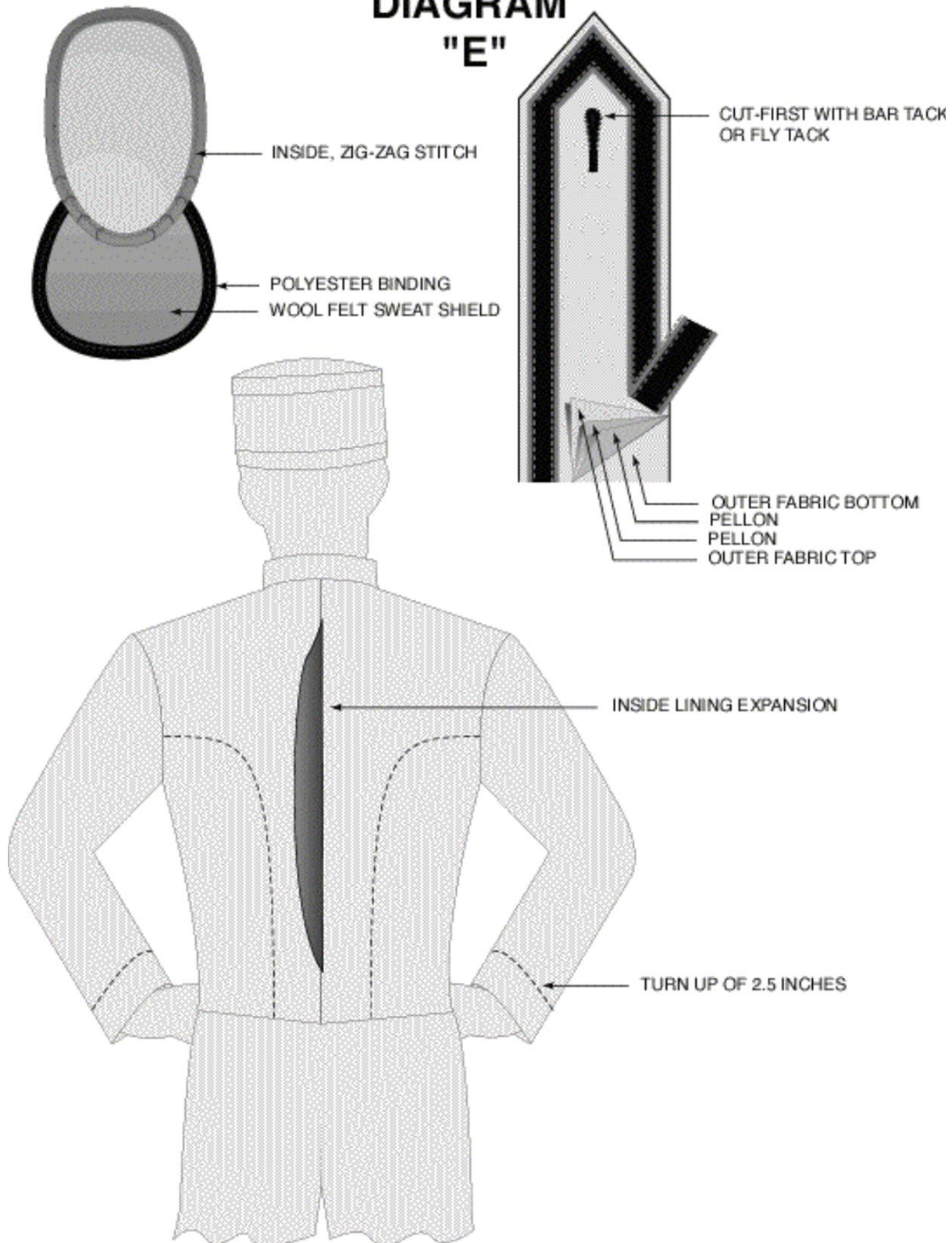
# DIAGRAM "C"



# DIAGRAM "D"



# DIAGRAM "E"



## BIBBERS

**PATTERNS:** Shall be made separately for Male and Female and designed specifically for children, adolescent and adult age groups reflecting up to date body proportions and designed to eliminate peg legs and baggy seats. These patterns must take into consideration the wearers chest size in addition to the normal trouser requirements. They shall be straight leg and plain front with no cuffs, and designed to permit a high knee-lift, having the extension in the back seat seam area to eliminate any pulling or binding with a full 1 1/2" double in

the center back seam to allow for alterations. Facings shall be long enough to cover the bottom of the side spandex gussets. Seams shall be pressed open. (See Diagram "G").

**CROTCH:** There shall be a set of four (4) double crotch pieces, serged and stitched. The crotch linings must be placed on both sides of the reinforced seams. The seat seam shall be constructed using a two (2) needle tandem machine, utilizing four (4) Filco #50 threads. (See Diagram "G").

**FRONT ZIPPER:** Shall be of solid Brass YKK or equal quality and must be guaranteed for the life of the trouser. The fly facing must be serged on all four (4) sides and cut on the bias to prevent twisting of the fly. The zipper will be bar-tacked at the bottom (horizontally) to properly anchor the zipper. This bar-tack shall consist of no less than 39 stitches per tack. Set above zipper will be 2 enamel snaps of complementary color. (See Diagram "G").

**SPANDEX SIDE INSERTS:** All bibbers shall have 7" long spandex elongated pie shaped wedges folded in half, stitched in the upper sides to allow for flexibility in movement. These wedges shall be of the closest color match possible to the garment fabric and stitched with no serging showing on the inside. (See Diagram "G").

**DARTS:** All full bibbers will include a 10" dart each side of the back with center at waistline to create proper waist suppression and insure a tailored fit. (See Diagram "G").

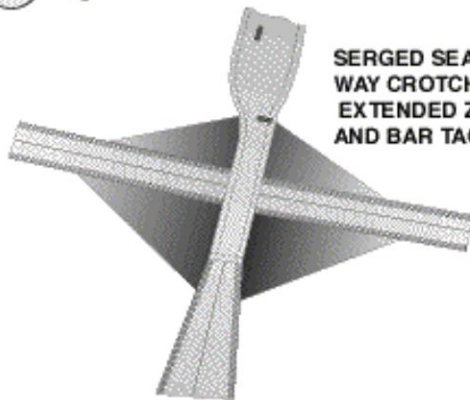
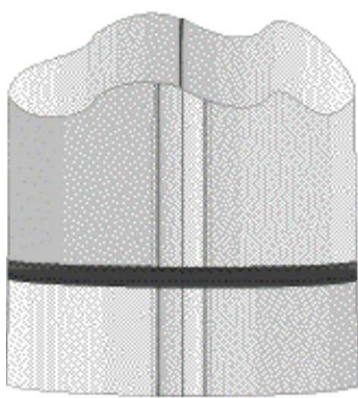
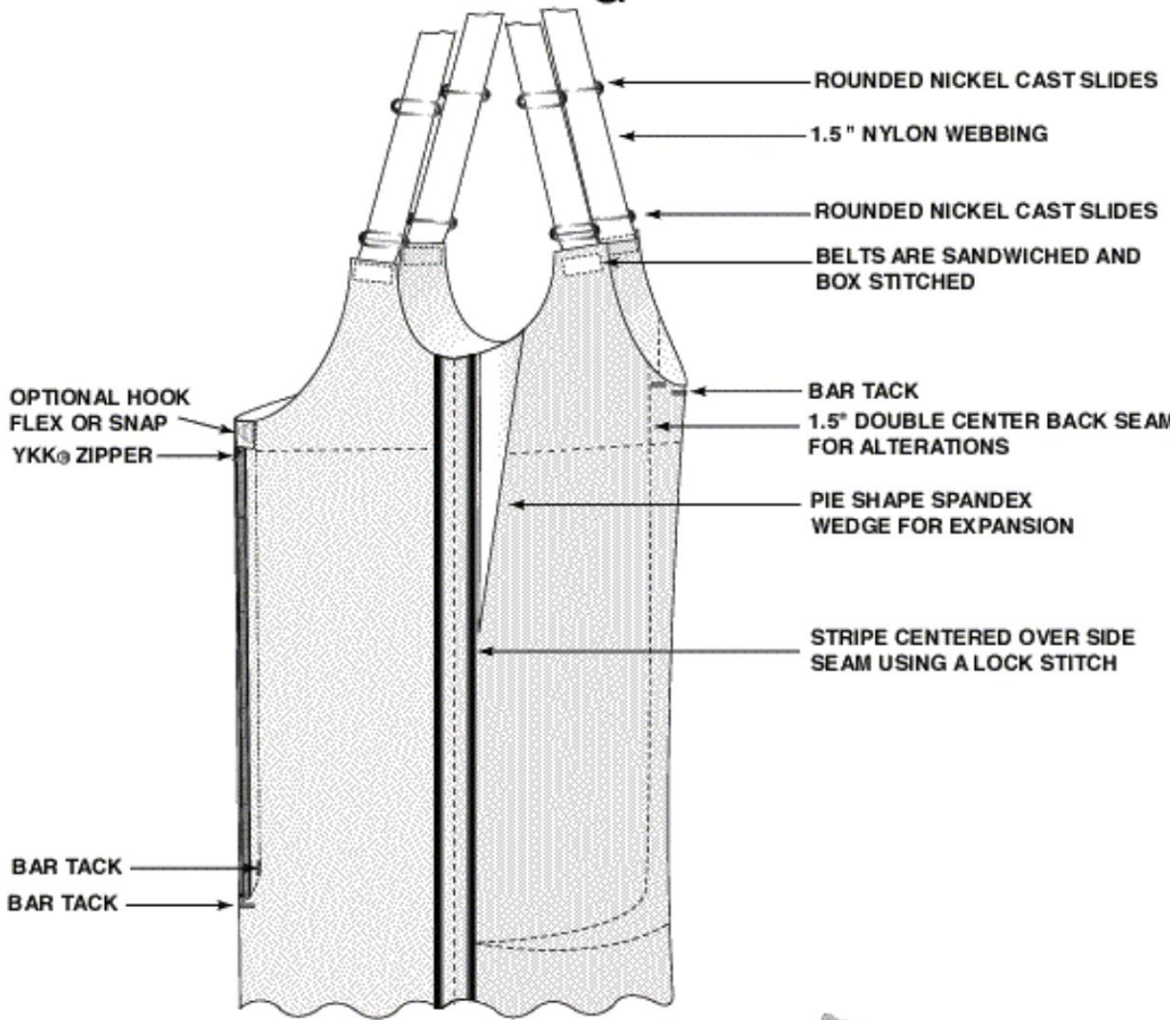
**BARTACKING:** All areas of stress on the bibbers shall contain a heavy duty 39 stitch bar tack. The bibbers will be bartacked in a minimum of 4 stress points. (See Diagram "G").

**STRIPES:** All trouser stripes shall be sewn over the center of the outseam and will be applied with a Lock-Stitch machine. The stripe shall run the full length of the trouser including the turn-up, which shall be a minimum of 3". This type of application will afford a neat, straight stripe appearance. Serged stripes that are set forward or back of the outseam will appear off-center and stripes that applied with a chain-stitch can come loose through wear and abrasion and should not be accepted. (See Diagram "G").

**HEMS:** When hemmed, must have a generous 3" turn-up, bound with 1/2" rayon binding so as to allow for easy alterations and alleviate 'bulkiness' in the cuff. (See Diagram "G").

**PERMANENT SUSPENDERS:** A built-in suspender will be included in all bibbers. It shall be made of a durable, white or black 1 1/2" nylon webbing material, the same fabric as auto seat belts. It will be sandwiched between the outer shell fabric and the facing, top stitched, ensuring that it will withstand above normal tension. The adjusters will be made of cast nickel metal, that will not rust. (See Diagram "G").

# DIAGRAM "G"



## SHAKOS

**SHAKO FRAMES:** The frame shall be molded in one solid piece of high impact ABS material not less than 16 ounces, before molding process. This will ensure the frame will not split, crack, melt or disintegrate for the lifetime of the shako under normal usage. (See Diagram "H").



**PLUME SOCKET:** The one piece nylon plume socket will be attached with a stove bolt and nut attachment, coated with "Loc-Tite" so it will not vibrate or come loose, not riveted, which could split and damage the frame. (See Diagram "H").

**SHAKO HEADREST:** Shall be constructed with expanded, knit-backed marshmallow vinyl, using the "cushion-aire" method of application, stitched completely on the inboard side of the frame. This prevents the thread to come in contact with the wearers head, eliminating perspiration or hair oil to be absorbed into the thread, thus adding years of life and wear. The identification label, stitched to the headrest itself, must list order number, shako number, correct size, city, state and school, must be covered by clear plastic. (See Diagram "H").

**VISOR:** Constructed using a three layer design, consisting of a plastic top, duroboard and a black under ply to shade the eyes of the wearer. A 3/4" back tacking is required, using monofilament thread sewn through the frame to prevent the visor from tearing loose. (See Diagram "H").

**CHIN STRAPS:** Are to be 3/4" pliable plastic material to conform to the shape of the chin and will be reinforced with metal eyelets at each end. Chin strap to have an adjustable metal buckle of either nickel or gilt and are supported by a center back hook on the shako when not in use. (See Diagram "H").

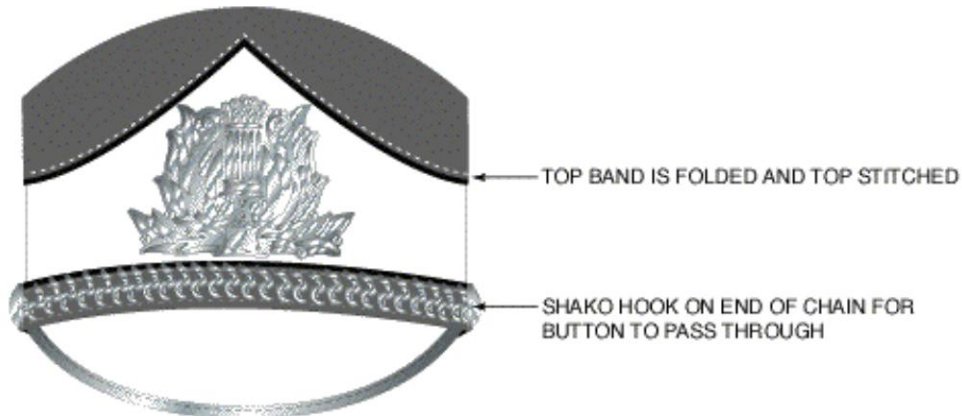
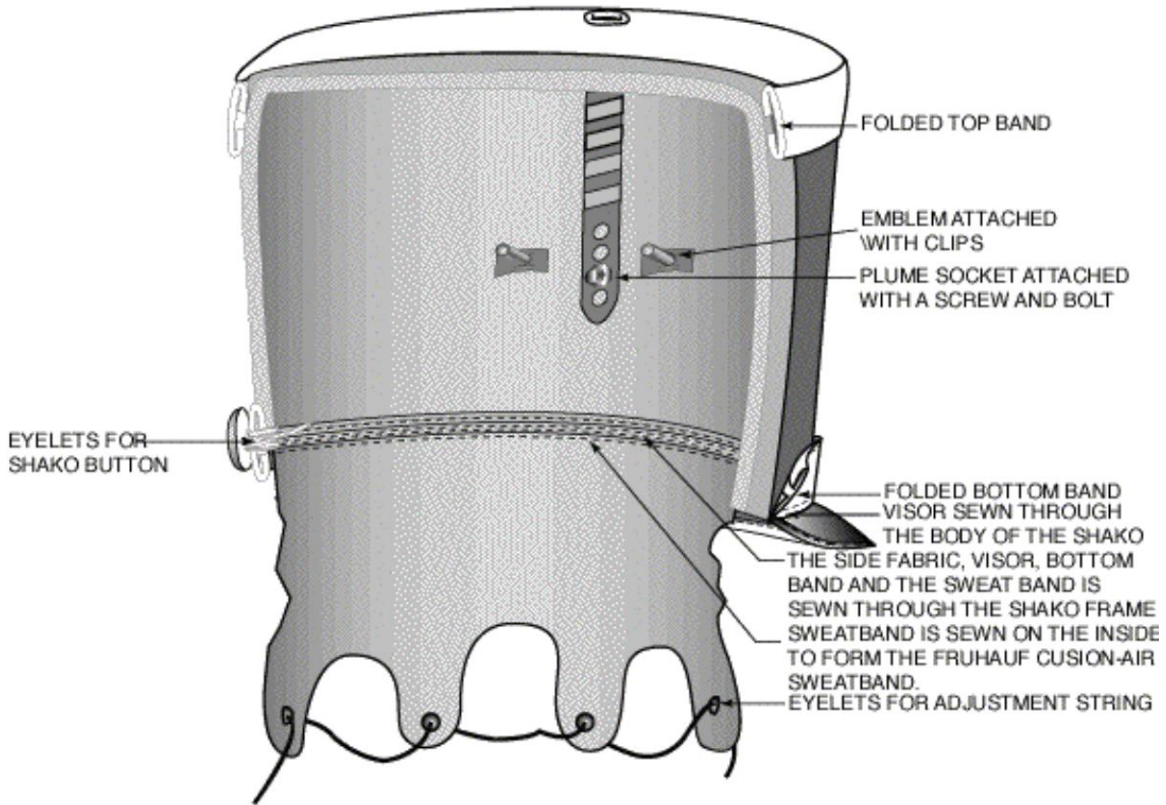
**BUTTONS:** Will be 40 ligne with prongs no less than 1 1/2" in length. This button will pass through a brass eyelet to firmly attach chin strap, front chain and go through the outer shell fabric, plastic frame and the headrest. In order that the buttons will lay perfectly flat, the front chain will have a special clip and eyelet attachment at each end. (See Diagram "H").

**EMBLEMS:** Must be of heavy gauge plastic with extra long prongs for attachment through the outer fabric, shako frame and be secured with "lock-washers". Any method of gluing or riveting is not acceptable, repair or replacement would be very difficult. Embroidered emblems are optional. (See Diagram "H").

**TOP AND BOTTOM STRAPS:** Shall always be turned and top-stitched. All thread used in shako manufacturing must be monofilament. Cotton thread will deteriorate and is not an acceptable method. (See Diagram "H").

**TUF-TOTE SHAKO BOX:** Must be constructed of black, hi-density, 100% polyethylene with a tensile strength of no less than 4800 P.S.I. and carry a minimum 2 year warranty with normal use and care.

# DIAGRAM "H"



**DETAILED SPECIFICATIONS FOR  
THE UNIVERSITY OF SOUTH CAROLINA  
MARCHING BAND UNIFORMS**

**COAT**

STYLE: FULLY CONSTRUCTED, EURO-LENGTH FRONT & BACK, 19" LONG ON 38R MALE, STRAIGHT BOTTOM FRONT, CENTER BACK POINT, CENTER FRONT ZIPPER CLOSURE, CONTRASTING CENTER BACK PANELS, SPLIT SLEEVES, 2" TAPERED WAIST FIT, BARCODE

MATERIAL: 4030-G263 WHITE

LINING: WHITE HERRINGBONE

COLLAR: C-1 OF 8145-6054 BLACK W/ROW OF 23L SILVER MET. SET IN APPROX. 3/8" FROM EDGE, MATCHING UP W/FRONT TRIM.

COLLAR LINER: CL-5, BLACK INDEST. DOUBLE FACED W/4 DOT SNAPS, ROUNDED FRONT W/OVERLAP, BOUND ALL AROUND.

SHOULDER STRAPS: SS-2 OF 8145-6054 BLACK W/ROW OF 23L SILVER MET. SET IN 1/4" FROM EDGE.

SHOULDER STRAP BUTTONS: 24L NIC. "UNIVERSITY SEAL"

FRONT TRIM: 2 1/2" BORDER STRIPE OF 8145 SPECIAL DYE GARNET FLANKED FLUSH INBOARD W/23L SILVER MET. OVER 550 BLACK, DOWN EACH SIDE OF FRONT OPENING & GOING ACROSS THE BOTTOM TO THE SIDSEAMS. ADDITIONAL ROW OF 23L SILVER MET. OVER 550 BLACK SET 3/8" IN FROM FINISHED EDGE MATCHING UP W/COLLAR TRIM COMING DOWN THE FRONT & OVER TO THE SIDSEAMS. SET ON THE SPECIAL DYE GARNET STRIPE & SPACED EVENLY APART TO BE FOUR DIR. SWISS EMB. SPECIAL SHAPED DESIGNS IN SILVER METALLIC. SET ON THE LEFT CHEST, APPROX. 2 3/4" SPECIAL DIR. SWISS EMB. "C" W/MASCOT LOGO OF BLACK, GARNET, & WHITE.

CLOSURE: CENTER FRONT BUTTED ZIPPER, TO ZIP UP.

SLEEVES TRIM: ADJUST-A-LENGTH HEMS.

**UPPER SLEEVES:** SET IN ARC, APPROX. 5/8" SPECIAL STYLE GARNET DIR. SWISS EMB. LETTERS "CAROLINA".

**LOWER SLEEVES:** FULL AROUND 3" X 5" DIAG. CUFF OF 8145-6054 BLACK FLANKED FLUSH TOP EDGE W/3/8" STRIPE OF 8145 SPECIAL DYE GARNET.

BACK TRIM: CONTRASTING CENTER PANELS OF 8145 SPECIAL DYE GARNET. PIPED FITTING SEAMS W/ROW OF 533 BLACK FLANKED FLUSH INBOARD W/3/8" STRIPE OF 4030-G263 WHITE. CENTERED ON UPPER BACK, APPROX. 7" SPECIAL DIR. SWISS EMB. LOGO OF SILVER METALLIC.

LINING POCKET: RT. SIDE TUX

**BIBBERS #1**

STYLE: T-9, WHITE WEB SUSPENDERS, WHITE DOUBLED SPANDEX GUSSET UNDER ARM, CENTER FRONT NON-SEPARATING ZIPPER W/SEP. FLY FACING & 2 ENAMEL SNAPS AT TOP, 3" HEM, 3" DOUBLE OUTLET IN BACK, RT. INSIDE CHEST WELTED POCKET ON FRONT FACING BARTACKED EACH END, BACK WAIST DARTS

MATERIAL: 4030-G263 WHITE, LINED W/WHITE HERRINGBONE

TRIM: 1" STRIPE OF 521 SPECIAL DYE GARNET EDGED BOTH SIDES W/630 BLACK. SET ON THE LEFT CHEST, APPROX. 2 3/4" SPECIAL DIR. SWISS EMB. "C" W/MASCOT LOGO OF BLACK, GARNET, & WHITE.

**BIBBERS #2**

STYLE: T-9, BLACK WEB SUSPENDERS, BLACK DOUBLED SPANDEX GUSSET UNDER ARM, CENTER FRONT NON-SEPARATING ZIPPER W/SEP. FLY FACING & 2 ENAMEL SNAPS AT TOP, 3" HEM, 3" DOUBLE OUTLET IN BACK, RT. INSIDE CHEST WELTED POCKET ON FRONT FACING BARTACKED EACH END, BACK WAIST DARTS, BARCODE

MATERIAL: 8145-6054 BLACK

TRIM: 1" STRIPE OF 8145 SPECIAL DYE GARNET EDGED BOTH SIDES W/630L SILVER METALLIC. SET ON THE LEFT CHEST, APPROX. 2 3/4" SPECIAL DIR. SWISS EMB. "C" W/MASCOT LOGO OF BLACK, GARNET, & WHITE.

**SHAKO**

STYLE NO: HR-1, FLAT TOP (BARCODE)

TRIM NO: HRT-11

TOP FABRIC NO: WHITE NAUG.

SIDE FABRIC NO: 8145 SPECIAL DYE GARNET

TOP BAND FABRIC NO: WHITE NAUG.

BOTTOM BAND FABRIC NO: WHITE NAUG.

HAT TRIM DESCRIPTION: ROW OF 630L SILVER MET. INBOARD TOP & BOTTOM BANDS. CENTERED ON THE FRONT, APPROX. 2 3/4" SPECIAL SILVER MET. DIR. SWISS EMB. LOGO.

FRONT STRAP: NIC. ALUM. CHAIN

CHINSTRAP: WHITE W/NIC. BKL.

VISOR: WHITE W/NIC. EDGE

PLUMEHOLDER: TOP CENTER FRONT

FRONT EMBLEM: NONE

BUTTONS: 45L NIC. LYRE

ACCESSORIES

PLUME #1: 14" WHITE DOUBLE THICK FRENCH FOUNTAIN W/SILVER MYLAR

PLUME #2: 11" WHITE PLASTIC FOUNTAIN

SHAKO BOX: BLACK PLASTIC TUF-TOTE

GARMENT BAG: BLACK 200 DENIER 44" NYLON W/ACCESSORY POCKET, IDP WINDOW, & FRONT UPPER LEFT "C" W/MASCOT LOGO OF BLACK, GARNET, & WHITE, "CAROLINA BAND" IN WHITE UNDER BLOCK "C" LOGO

RAIN COAT: BLACK 200 DENIER DUPONT NYLON TYPE 66, POLYURETHANE COATING, HOOD, BLACK COAT W/CENTER FRONT ZIPPER CLOSURE, BACK CENTER INCLUDES OFFICIAL UNIVERSITY LOGO OF "TREE" IN SILVER METALLIC, FRONT UPPER LEFT CHEST "C" W/MASCOT LOGO OF BLACK, GARNET, & WHITE, "CAROLINA BAND" IN WHITE UNDER BLOCK "C" LOGO, W/DRAWSTRING, SNAP FRONT. MOLD RESISTENT PREFERRED

## **SUPPLY/ACCESSORY SPECIFICATIONS**

**6 - DOZEN 24L REGULAR EYE NIC. "UNIVERSITY SEAL" BUTTONS**

**12 - PLUME TOTES WITH 102 PLUME CAPACITY 16" DEEP, CONSTRUCTED OF 1000 DENIER CORDURA NYLON WITH WATER REPELLENT FINISH, DOUBLE ACCESS DOORS WITH #10 HEAVY YKK ZIPPER COVER, PADDED HAND STRAP, WATER PROOFED INNERLINER, BOUND EDGES WITH VINYL, WITH OR WITHOUT OPTIONAL LUGGAGE CARRIER**

**ALL COATS AND BIBBERS TO BE DRY CLEANED PRIOR TO SHIPMENT**

**A COMPUTERIZED UNIFORM MANAGEMENT ASSIGNMENT CENTER PROGRAM WILL BE INCLUDED TO COMPLETE THE ORDER**

## **Construction/Design Testing Protocol**

The following will be a pass/fail test applied to all bidder samples

### Dry Cleaning Test

- Uniforms will be run through five cycles of dry-cleaning
  - Color Fastness
  - Materials durability

### Stain Test

- Uniform (Especially but not limited to white materials) will be submitted to various stains to test removal ability
  - Mustard
  - Ketchup
  - Dirt (Dry)
  - Mud
  - Grass
  - Instrument maintenance liquids (Oils and Grease)
  - Yellow and Brown soft drinks
  - Cosmetics (especially on the collar and collar lining)

### Stress Test

- Parts of Uniform will be wetted similar to amounts received from Body Sweat
- Parts of Uniform will be wetted similar to amounts received from rain
- Uniforms will be worn during various activities including
  - Running
  - Doing standard exercise and stretches
  - Putting Drum and Harness both under and over the coat several times
  - Putting a Sousaphone on and off several times
  - Coats and Pants will be pulled in two different directions simultaneously to test durability of seams and fabric

### Colormatch Test

- Garments will be compared to official University Garnet swatches and garments
- Tests will be conducted under various lighting sources
  - Fluorescent
  - direct sunlight
  - overcast light
  - stadium lighting

### Functionality Test

- Uniform will be worn while undergoing maneuvers specific to South Carolina Marching regimen.
  - Low Mark Time
  - High Mark Time
  - Low Forward and Backward March
  - High Forward March
  - Horns up and down
  - Marching at the slide

### Construction Test

- Garment will be opened and seams removed to reveal inner linings and construction techniques and materials

### Design Test

- Garment will be assessed in regards to:
  - Adherence to University Branding Standards
  - Adherence to specified design specs

#### **IV. Information For Offerors To Submit**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006):** Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

#### **MINORITY PARTICIPATION (JAN 2006)**

**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?**  Yes  NO

**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?**  Yes  NO

**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
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

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

#### **V. Qualifications**

**QUALIFICATION OF OFFEROR (JANUARY 2006):** 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 the State, 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.

**SUBCONTRACTOR – IDENTIFICATION (JAN 2006):** 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 which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

## **VI. Award Criteria**

AWARD CRITERIA – BIDS (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

UNIT PRICE GOVERNS (JANUARY 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

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

## **VII. Terms and Conditions - A. General**

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JANUARY 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 Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State 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 State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JANUARY 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 & ORDER OF PRECEDENCE (JANUARY 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State 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 any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JANUARY 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 state 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 (JANUARY 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of



the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United 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 (JANUARY 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 (JANUARY 2006):** According to the S.C. Code of Laws § 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 (JANUARY 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.

**NON-INDEMNIFICATION (JANUARY 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**NOTICE (JANUARY 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 state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT & INTEREST (MAY 2011):** (a) Unless otherwise provided in this Solicitation, the State 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 Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

**PUBLICITY (JANUARY 2006):** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (JANUARY 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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.

SETOFF (JANUARY 2006) The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JANUARY 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 (JANUARY 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 State, 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 State. It shall be solely the State'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 State to contractor, contractor shall be liable to the State 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.

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

THIRD PARTY BENEFICIARY (JANUARY 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 (JANUARY 2006) The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. Terms and Conditions - B. Special**

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos

Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

**CHANGES (JAN 2006):**

(1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) **Adjustments of Price or Time for Performance.** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) **Claim Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

**DEFAULT (JAN 2006):**

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual

capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**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.

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

ITEM SUBSTITUTION: No substitution will be allowed on purchase orders received from departments without permission from the Purchasing Department.

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**Bidder acknowledgements**

- 1) Bidder acknowledges and understands that samples provided in response to this solicitation will potentially be damaged and possible destroyed as a result of the testing protocols to be used.

Bidder Initials \_\_\_\_\_

- 2) After award is made from this solicitation, Bidder samples will be made available for return should you desire. Bidder will be responsible for making arrangement for the return of its sample and all costs associated with the return of its sample.

Bidder Initials \_\_\_\_\_

- 3) The delivery complete requirement of this solicitation is July 30, 2012. Should the awarded Bidder (Contractor) fail to make complete delivery by this date, the University will be required to utilized existing uniforms creating a cost obligation on the university for alterations/cleaning of existing uniforms and a duplication of these costs associated with the new uniforms from the Contractor. If delivery is not completed by July 30, 2012, Contractor agrees to compensate the University all actual cost for alterations/cleaning of existing uniforms.

Bidder Initials \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	500	Each	Coat	\$	\$

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder’s work exceeds \$50,000 or the total potential price of the bidder’s work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of	Description	Unit	Extended
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		Measure		Price	Price
2	500	Each	Bibber	\$	\$

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
3	500	Each	Shako	\$	\$

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
4	500	Each	Plume #1	\$	\$

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
5	500	Each	Plume #2	\$	\$

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
6	500	Each	Shako Box	\$	\$

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
7	500	Each	Garment Bag	\$	\$

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]



STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
8	500	Each	Rain coat	\$	\$

Resident Vendor Preference \_\_\_\_\_

SC End Product Preference \_\_\_\_\_

US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
9	6	Dz	Buttons	\$	\$

Resident Vendor Preference \_\_\_\_\_

SC End Product Preference \_\_\_\_\_

US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
10	12	Each	Plume Tote	\$	\$

Resident Vendor Preference \_\_\_\_\_

SC End Product Preference \_\_\_\_\_  
US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
11	1	Job	Coat and Bibber Dry cleaning	\$	\$

Resident Vendor Preference \_\_\_\_\_  
SC End Product Preference \_\_\_\_\_  
US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
12	1	Each	Uniform Management Software	\$	\$

Resident Vendor Preference \_\_\_\_\_  
SC End Product Preference \_\_\_\_\_  
US End Product Preference \_\_\_\_\_

**Note:** The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_

Delivery Time: \_\_\_\_\_

Total for Items 1through 12     \$\_\_\_\_\_

**Do not add Sales Tax; Sales Tax will be adjusted accordingly.**

## IX. ATTACHMENTS TO SOLICITATION

### IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at [www.sctax.org](http://www.sctax.org).

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 5/7/04)  
3323

**The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:**

- 1. Name of Nonresident Taxpayer: \_\_\_\_\_
- 2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
- 3. Mailing Address: \_\_\_\_\_
- 4. Federal Identification Number: \_\_\_\_\_
- 5. Hiring or Contracting with: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Receiving Rentals or Royalties From: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Beneficiary of Trusts and Estates: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with  
**(check the appropriate box):**  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal) \_\_\_\_\_

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) \_\_\_\_\_ Date \_\_\_\_\_

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**Mail to:** The company or individual you are contracting with.

# OFFEROR'S CHECKLIST

## *AVOID COMMON BID/PROPOSAL 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 STATE'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.

## DEVIATION FORM

In the event that the undersigned Bidder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the bidder is to fully document and list each deviation in complete detail including reasons for the deviation. General statements are not acceptable. Furthermore, these deviations are to be approved in writing.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that the samples accompanying the bid meet all construction specifications.

If deviations are found on said sample, and not listed, the bidder is to be disqualified!

Company \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_