

	Dorchester School District Two Best Value Bid (BVB)	Solicitation Number: 2526-008
		Date: March 03, 2026
		Procurement Official: Ashley Cash
		Phone: (843)695-5398
		E-Mail Address: ascash@dorchester2.k12.sc.us

DESCRIPTION: **Weight Room Equipment, Flooring, & Supplies**

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

SUBMIT OFFER BY **March 26, 2026 by 11:00 AM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **March 13, 2026 by 5:00 PM** See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: See the Requirements in Section IV. **INFORMATION FOR OFFERORS TO SUBMIT**

Offers MUST be submitted in a sealed package. Solicitation Number MUST appear on package exterior.

SUBMIT A SEALED OFFER TO:

BVB # 2526-008
Dorchester School District Two
815 South Main Street
Summerville, SC 29483
Attention: Ashley Cash

See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A	LOCATION: N/A
DATE & TIME:	

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on or before April 14, 2026 . This solicitation, and any amendments will be posted at [insert hyperlink]. It is the responsibility of the offeror to check this website for amendments.
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

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

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

COVER PAGE

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Area Code</td> <td style="width:25%;">Number</td> <td style="width:20%;">Extension</td> <td style="width:40%;">Facsimile</td> </tr> </table>	Area Code	Number	Extension	Facsimile
Area Code	Number	Extension	Facsimile		
	E-mail Address				

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
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<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided. 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)

End of Page Two

Solicitation Outline

- I. SCOPE OF SOLICITATION
 - A. ABOUT DORCHESTER SCHOOL DISTRICT TWO
 - B. PURPOSE AND SCOPE OF SOLICITATION
- II. INSTRUCTIONS TO OFFERORS
 - A. GENERAL INSTRUCTIONS
 - B. SPECIAL INSTRUCTIONS
- III. SCOPE OF WORK
- IV. INFORMATION FOR OFFERORS TO SUBMIT
- V. QUALIFICATIONS OF OFFEROR
- VI. EVALUATION CRITERIA AND AWARD
- VII. SPECIAL TERMS AND CONDITIONS
 - A. GENERAL TERMS AND CONDITIONS
 - B. SPECIAL TERMS AND CONDITIONS
- VIII. BIDDING SCHEDULE (PART II)
- IX. ATTACHMENTS TO SOLICITATION
 - A. OFFEROR'S CHECKLIST
 - B. MINORITY PARTICIPATION AFFIDAVIT
 - C. QUESTIONNAIRE
 - D. [FDHS STRENGTH TRAINING CLASSROOM LAYOUT](#)
 - E. [ARHS WEIGHT ROOM LAYOUT](#)
 - F. [BIDDING SCHEDULE – PART II](#)

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD — ESTIMATED: Start date: April 15, 2026. End date: April 14, 2031. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract - Effective Date/Initial Contract Period”. [01-1040-1]

II. Instructions to Offerors

A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the District’s [Solicitation Page](#) (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District’s intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the tenth day after such notice is given.

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

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

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm’s name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting the District a **signed Bid and/or Proposal, you are offering to enter into a contract with Dorchester School District Two and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.**

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that (i) Offeror and/or any of its Principals (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity. (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsive. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Dorchester School District Two Procurement Code is available [here](#).

COMPLETION OF FORMS / CORRECTION OF ERRORS All prices and notation 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).

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, DD2, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening

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

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

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Dorchester School District Two Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
8. **District** - means Dorchester School District Two.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **Offeror** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.
16. **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.

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

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

GOVERNING TERMS AND CONDITIONS Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted DD2 Terms and Conditions by the submittal of a bid or proposal.

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

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

NOTICES All contact should be directed to the Procurement Officer listed on the cover page. No company should contact District staff directly. All questions should be directed in writing to Procurement Officer via the email provided on the cover page. Answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in Your price that the District may be required to pay.

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

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Business Official within the time provided. See clause entitled "Protest- Chief Financial Officer". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. The rights and remedies mentioned above are not available for contracts with an actual or potential value of up to fifty thousand dollars.[02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. No prices will be divulged at opening for Best Value Bidding.

QUESTIONS FROM OFFERORS All questions must be emailed to the Procurement Officer at the address provided on the cover page of this document, (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening, **unless otherwise stated on the Cover Page**. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as a written Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. (c) Offerors shall not contact any employee of the District for additional information relating to this RFP. (d) Questions will be responded to in the form of an Amendment to the RFP and posted to the District's [Solicitation Page](#)

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

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

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

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

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

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

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

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

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

TAXES Do not include any taxes in the bid price shown that the District may be required to pay. Upon submission of a bid, the Procurement Official will compute appropriate sales/use tax to the bids when applicable (service/labor excluded) to determine the low bidder. This procedure is required by SC Tax Commission Sales and Use Tax Regulation 117-174-.95.

TERM OF CONTRACT: It is the intent of the District to award a multi-term contract to one, or multiple offerors for the initial contract period, to begin on award date and end one year later. The contract may be extended by mutual agreement of both parties for an additional four (4) years, in single year increments. Additionally, at the recommendation of Procurement Officer, a contract may be extended beyond the initial cumulative five (5) year period, for an additional two (2) years, with the approval of the DD2 Board of Education.

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

B. SPECIAL INSTRUCTIONS

BOARD APPROVAL REQUIRED: Any award is subject to prior approval by the DD2 Board.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified on the Dorchester School District Two purchase order, or notice to proceed.

SCHEDULE OF ACTIVITIES: Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

EVENT	DATES
Issuance of Best Value Bid	03/03/2026
Deadline for Questions	03/13/2026 by 5:00 PM
Issue Responses to Questions (estimate)	03/20/2026
Bids Due	03/26/2026 at 11:00 AM
Issue Notice of Award Statement	04/14/2026

III. SCOPE OF WORK

ABOUT DORCHESTER SCHOOL DISTRICT TWO

Dorchester School District Two currently serves more than 26,000 students. Our District has 15 elementary schools, six (6) middle schools, three (3) high schools, and one (1) alternative program currently serving the suburban community of Summerville. In addition to these schools, the District operates an Administrative Office as well as other miscellaneous departments to include Facilities, Special Services and Adult Education.

The main goals of this RFP are:

- Create a contract that offers the full complement of equipment, supplies and furnishings for student strength training and weight lifting spaces.
- Provide the District with a vehicle for purchasing these items for the next five years.
- Provide the District with a variety of product lines, manufactures, local dealers, and service providers for these items.
- Provide the District with experienced and knowledgeable partners for assessing our current facilities of this nature and designing future spaces.
- Provide the District with partners capable of full service, prompt, turnkey delivery, installation, and set up of this equipment.
- Provide the District with a knowledgeable and reliable partner for support, training, troubleshooting, consultation, maintenance, repair, and warranty management for these items.

**for the purposes of this contract, turnkey shall be defined as “provision of a complete product or service that is ready for immediate use.” Turnkey shall entail fully designed spaces prior to placement of the order, inside delivery (requiring no additional labor or equipment provided by the District, or other District contractors), unpacking, assembly, installation and layout in specific, designated rooms, cleaning of equipment, restoration of any existing items, furnishings, or fixtures to pre-installation placements/positions, and thorough clean up and disposal of any supplies, materials, debris, or soiling associated with the activities of delivery, installation, and set up.*

Offerors are advised that the District reserves the right to reject any submission that does not fully conform to the requirements of this BVB and does not clearly demonstrate the Offeror's capability of providing all the equipment, services, and work required herein. An Offeror's past performance with this District will be heavily considered during the evaluation of your submission. Offerors with an unsatisfactory performance record with the District may be disqualified outright from this process for responsibility reasons. The contract resulting from this solicitation will be performance based, and annual contract renewals will be contingent upon satisfactory performance.

3.1 INDIVIDUAL PROJECTS

Current District growth plans include the addition or extensive renovation of weight rooms at each of the three District high schools. Construction of the new space at Fort Dorchester High School is currently due to start in the coming weeks and the renovations of the space at Ashley Ridge High School is already underway in conjunction with a large addition and renovation project on that campus. The Ashley Ridge facility is due to be complete in June 2026 and in use when students return for the 26-27 school year.

3.2 DESIGN SERVICES

The successful awardees of this contract must be able to utilize construction or as built documents, or to conduct a site visit and obtain field measurements, and design layouts and provide renderings to the District for all equipment purchases under this contract.

3.4 EQUIPMENT SPECIFICATIONS

All equipment, flooring, and supplies purchased under this contract must be fit for student use and offer the best durability and safety characteristics.

All weight racks, benches, components, and accessories must be powder coated to protect from rust and corrosion.

All weight racks, benches, components, accessories and flooring must be able to be cleaned and sanitized to protect the health of our student athletes.

All weights, dumbbells, and kettlebells must have a durable rubber coating.

All weight racks, benches, components, accessories, and flooring must be VOC compliant.

3.5 DELIVERY & INSTALLATION SERVICES

For all District projects, particularly those involving newly constructed & renovated spaces or existing facility replacements, time is of the essence when it comes to delivery and installation. Delays or deviations from the anticipated schedule shall be reported immediately to all parties involved.

Prior to delivery, Offerors shall provide detailed delivery schedules and installation crew contact information to all parties involved, including the District staff and, in the case of new construction, construction contractor's representatives.

Prior to deliveries, Offerors shall coordinate a specific unloading location and staging area with all parties involved to ensure a safe and orderly process for unloading the items and transferring them to an interior staging location.

Offerors shall be responsible for all equipment, tools, and supplies required to perform the delivery, installation, and set up of all equipment; including trucks, lift equipment, safety gear for installation personnel, tools or equipment required for assembly, and tools and supplies required for clean up.

Offerors shall be solely responsible for any assembly of the equipment, installation of the items in accordance with the latest sets of approved layouts, and thorough cleaning of all facilities, equipment, furniture, and staging areas prior to completion. This includes off-site removal and disposal of all packing materials, trash, and any other debris associated with installation. Appropriate capacity solid waste containers, or trucks for removal are the responsibility of the contractor. For deliveries and installations occurring over multiple days or in stages, site clean-up must occur daily at a minimum, but site activity levels may require more frequent trash disposal so the debris is not in the way of other critical building activities or programs.

Offerors shall be responsible for diligent and effective protection of existing facilities, particularly floors, doors, and casings, site improvements (curbs, sidewalks, etc.) and landscaping.

Because of the volatile and dynamic nature of construction projects, Offerors must demonstrate flexibility in their delivery scheduling capabilities, that the installation portion of the delivery shall still be wholly and solely completed by the their installation team, and that the District is delivered fully furnished spaces in a state of readiness for use upon completion.

3.6 WARRANTY

The qualified Offeror, must provide in their submission all documentation regarding the manufacturer's warranties and/or guarantees. Equipment and flooring must include a minimum of three years of warranty coverage included in the cost.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Submit the following:

- one (1) USB containing a single PDF version of the technical proposal, a separate, single PDF version of the completed Bidding Schedule and other pricing information. Please label the USB with the firm's name for identification and use the firm's name for the name at the beginning of each of the PDF files.
- five (5) identical, bound and paginated paper copies of the Technical Proposal
- one (1) original copy of the Bidding Schedule issued with this BVB, along with your company's pricing information and current manufacturer's catalog and price list in a Sealed Envelope marked "Bidding Schedule"
- one (1) signed original of the Cover Page Form and the other required forms

Offerors are prohibited from submitting supplementary materials or from making calls upon the District after bids have been submitted. Failure to comply with format requirements may cause the submittal to be removed from further consideration.

Information presented in the BVB shall conform to the following:

- All pages are to be numbered.
- Information submitted shall be tabbed/flagged and organized as stated below.
- Font size shall not be less than 10 point.
- Responses must be concise and sufficient in detail to provide a thorough evaluation and assessment.
- Responses shall be organized into tabs as noted below.
- Refer to each tabbed section below for section page limits, if any are imposed.

COVER PAGE Submittal Cover must include the following information:

- a. Firm's name
- b. Firm's address
- c. 2526-008 and the date of submittal
- d. Completed forms, including the Cover Page and Page Two of this solicitation document, as well as any required forms included as attachments (i.e. Minority Participation Affidavit, Supplier Questionnaire, etc.)

TECHNICAL PROPOSAL

TAB 1 Executive Summary: Provide information regarding the Offeror's general qualifications, experience, and ability to provide the goods and services as set forth in the Scope of Work (refer to SECTION III). Include the number of years the firm has been in business and any experience with providing goods and services of similar quantities and specifications to a school district, or other government agency. If the use of sub-contractors is anticipated, including installers, submit the general qualifications, experience and detail the scope of work to be completed by the subcontractor. Also include how long the firms have worked together on similar projects, and how management will insure quality control and project coordination

TAB 2 Organizational Profile & Proposed Team: Provide information specifically about the District's main sales representative. If the District will be working with a project manger or installation coordinator after orders are placed, provide their information as well. Include all contact information and summarize the experience and expertise of each person.

- TAB 3 Company Catalogs:** Provide information about your company’s current catalog. If catalog is online, a link is sufficient. Provide information about the online customer ordering process.
- TAB 4 Products: Variety, Quality, Durability, & Warranty:** Provide an overview of your company’s offerings that are most commonly used in K-12 educational settings. Highlight lines or manufacturers that your company offers and describe particular features, materials, or manufacturing processes that inject functionality, quality, or other types of added value into their items.

Provide specifications or cut sheets for the racks and accessories included on your bidding schedule.

Provide Warranty information on all items on your bidding schedule, including the length of the warranty, the procedures for filing a claim, and any qualifications or exclusions. Please note that you are also required to include the warranty length on each line on the bidding schedule as well.

- TAB 5 Design Services:** Outline your company’s typical design process for a new project and discuss how the design services are incorporated into your Company’s overall project management. Identify the design professionals on staff and provide their credentials. Identify which design software applications are used. Provide a proposed equipment design and layout for Fort Dorchester High School and Ashley Ridge High School. Provide general turn-around times for the design related activities so that the District has a better understanding of the overall process for the next project.
- TAB 6 Delivery & Installation Services:** Outline your company’s typical delivery and installation process and discuss how those stages are incorporated into you Company’s overall project management. The District is looking for this chronology to start at the point you receive our PO so that we have a full understanding of the various lengths of time each stage takes from there, including but not limited to order entry, manufacturer acknowledgement, delivery logistics and coordination, and critical thresholds for delivery adjustments (if, for example, a construction schedule is delayed unexpectedly). Identify the stage the project moves from the behind the scenes work between your Company and the manufacturers to the point at which the District and key players (ex. construction contractors) begin coordinating for the delivery at the site. Describe in detail the process from the arrival of the first truck at the site through the final walk-through and inspection with the District. Provide examples of any standard documents that would be used in this process such as acknowledgements from the factory, truck delivery schedules, inventories, manifests, etc. Provide information about the installation teams employed or contracted by your Company, and describe who has overall responsibility for management of the on-site installation process.
- TAB 7 Project Examples & References:** Provide information, including design renderings and actual photographs of 3-5 past projects that you feel best represent your Company’s products and abilities. Please use this section to demonstrate both the breadth of your design talent and experience as well as the depth of your company’s equipment offerings. Provide a reference list, which includes viable contact information, for each of the examples in your portfolio so the District is able to conduct reference checks.

PRICING

The District has developed a baseline standard for weight room equipment and the Bidding Schedule (Section VIII, includes Part I at the end of this document and Part II uploaded as [Attachment F](#)) is based on the District’s Standard. This Form must be completed in its entirety, with out modification, mark up or qualification.

The Bidding Schedule will be the basis for the post-award orders associated with the planned projects outlined in Section III, however, each school will have additional items, upgrades, or customizations for their space based on their needs and program funds.

In a separately sealed envelope, enclose the Bidding Schedule at the end of this document and a current copy of the manufacturer’s price list. **DO NOT INCLUDE ANY COST OR PRICING INFORMATION ANYWHERE IN the TABBED SECTION OF YOUR TECHNICAL PROPOSAL!**

Any portions of the submitted proposal that are to be treated by the District as **proprietary and confidential information** must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal/bid submission, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a bid, you guarantee that all systems meet the requirements of this BVB.

The District reserves the right to reject any and all proposals or any portion of said proposals, to waive minor technicalities, and to make any and all award decisions based on the best interests of the District.

V. QUALIFICATIONS OF OFFEROR

5.1 MANDATORY MINIMUM QUALIFICATIONS

QUALIFICATIONS OF OFFEROR: Offers shall be considered only from experienced, qualified Offerors who are regularly established in the business called for, and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract.

QUALIFICATONS – MANDATORY MINIMUM In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- (a) Five (5) years in business with proven experience with projects of a similar scope to DD2’s work.
- (b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm’s key personnel which was obtained prior to the date offeror was established and/or (2) any subcontractor proposed by offeror.
- (c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

5.2 SUBCONTRACTOR -- IDENTIFICATION

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

VI. EVALUATION AND AWARD

POTENTIAL AND ACTUAL OFFERORS SHALL **NOT** CONTACT MEMBERS OF THE BOARD OF TRUSTEES OR THE DISTRICT SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.

6.1 EVALUATION OF OFFERS

6.1.1 **RESPONSIVENESS**: Upon receipt of all bids/proposals, by the date and time specified herein, the Procurement Office shall review all submission for responsiveness to the solicitation instructions. The District shall retain the right to consider any submission as non-responsive based solely on its judgment that it does not satisfactorily meet the criteria of the solicitation instructions or the District’s Procurement Code. Those submissions found to be responsive shall be further evaluated by an evaluation committee.

6.1.2 **EVALUATION CRITERIA**: Following receipt of submissions from all interested persons and firms, submissions shall be reviewed by a District Selection Committee. The submissions that meet the stated qualifications and submission requirements shall be ranked utilizing the stated non-cost evaluation criteria (see below). Once an initial ranking of all submissions has been conducted.

Criteria	Points
Durability & Quality of Equipment	20
Design Capabilities	5
Delivery & Installation Capabilities (including lead time)	15
Cost	60

6.1.3 **COST:** After completion of evaluations by the committee, the Bidding Schedule for each offeror for "Turnkey Delivery & Installation" shall be tabulated and added to the average technical scores. The overall lowest totals will be assigned the highest maximum points and the remaining totals will be assigned lesser points in proportion to the highest scored.

6.2 **CONTRACT AWARD**

6.2.1 **AWARD TO MULTIPLE OFFERORS (JAN 2006):** Award may be made to more than one Offeror.

6.2.2 **AWARD CRITERIA – BEST VALUE BID:** Award will be made to the highest ranked, responsive and responsible offeror whose offers are determined to be most advantageous to the District.

VII. TERMS AND CONDITIONS

A. GENERAL

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

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within 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 District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: 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: (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 [Article 5, Section 1530. 8], 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 District'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 District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCUSSIONS WITH OFFERORS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your proposal. Discussions are possible only if your proposal 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.

DRUG FREE WORK PLACE CERTIFICATION: The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30).

EQUAL OPPORTUNITY: 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.

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

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

NOTICE: (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.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the Dorchester School District Two, 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 District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

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

B. SPECIAL

SUBMITTAL: The District shall receive all proposals **no later than 11:00 AM** on **March 26, 2026**.

Important: **Clearly mark the outside of the envelope, box, or package, with the following information:**

**BVB No. 2526-008
Weight Room, Equipment, Flooring, & Supplies**

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

**BVB # 2526-008
Dorchester School District Two
815 S. Main St
Summerville, SC
Attention: Ashley Cash**

All offerors are solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the offeror's chosen means of delivery. The District is not liable for misdirected submissions that are not clearly marked for proper delivery.

Any proposal received after the due date and time shall be rejected.

CONTENTS OF OFFER (BVB/RFP):

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

CHANGES:

- A. 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:
 - 1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
 - 2) method of shipment or packing;
 - 3) place of delivery;
 - 4) description of services to be performed;
 - 5) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - 6) place of performance of the services.Subparagraphs (1) to (3) apply only if supplies are furnished under this contract. Subparagraphs (4) to (6) apply only if services are performed under this contract.

CLARIFICATION: Pursuant to Article 5, Section 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.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

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

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

COMMERCIAL GENERAL LIABILITY:

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

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

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

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

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 day notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Dorchester School District Two (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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

CONTRACTOR'S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement. If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

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

ITEM SUBSTITUTION (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

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

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

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

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

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Dorchester School District Two Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment. Invoices should be sent to Dorchester School District Two at 815 S. Main St, Summerville, SC 29483. All invoices are subject to thorough review by District staff prior to approval and forwarding to the Finance Department for payment processing. **The District reserves the right to remit payment to vendor electronically utilizing the Purchasing Card or ePayables method in lieu of issuing a check at no additional cost to the District.**

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

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

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

PURCHASE ORDERS 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 provisions qualifies as a purchase order.

PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation.

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

RESPONSIBILITY DETERMINATIONS Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts. The unreasonable failure of a proposer or Offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer or Offeror. Failure to provide requested information may result in rejection of a solicitation response or debarment of the proposer.

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

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

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

TERM OF CONTRACT – EFFECTIVE DATE The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award.

TERMINATION Subject to the conditions below, the District providing a 30-day advance notice in writing is given to the vendor may terminate the purchase order for any reason.

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

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

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

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

FINAL INSPECTION At the conclusion of the work, the contractor shall demonstrate to the authorized District representative, or their designee, that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work. Additional final inspection terms are included in the Scope of Work.

PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B170-1]

PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, & IMPROVEMENTS

1. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s). The vendor(s) will be responsible for repairing any and all damages to any structure, equipment, utilities, etc. due to the negligence of its workmen. Vendor(s) must report to the District and building administrator of that location any such damages to District property which may exist or may occur during the course of a job. The District will be responsible for determining any negligence in case of dispute by the vendor(s).
2. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

SAFETY The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

TOBACCO PRODUCTS Tobacco products will not be allowed on site. Non-compliance by any of Contractor's personnel will be justification for removal of those individuals from that project.

USE OF PREMISES

The contractor shall:

Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.

Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as it will not duly interfere with the progress of his work or the work of any other contractor; and

Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

WARRANTY The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the District under any other clause of this solicitation. A copy of this warranty should be furnished with the proposal. For this project the District requires that the work and materials be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for at least one (1) year from the date of final acceptance of the entire project by the District in writing. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the contractor to the District's satisfaction.

WORK PERFORMANCE The Contractor shall perform the work in accordance with manufacturer's recommendations and specifications.

WORK SITE DAMAGES Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the District's satisfaction at the contractor's expense.

OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the Offeror agrees to take all necessary steps to ensure compliance with the requirements.

END OF SOLICITATION

OFFEROR'S NAME: _____

VIII. BIDDING SCHEDULE – BVB #2526-008

All fees must be represented on this bid schedule. The District shall not pay for undisclosed or hidden fees not stated herein.

You must complete the item pricing schedule included as [Attachment F](#) to solicitation in addition to the remainder of the forms below:

Discount percentage from manufacturer's list price for related parts and supplies.	_____ %	_____ <i>Manufacturer's Name</i>
<i>*Please list any discount exceptions on a separate page and attach to your bid.</i>		

Please provide a "yes" or "no" response:

- 1) My company has a thorough understanding of the commitment required to the the District to successfully fulfill the obligations of this contract. _____
- 2) Should it become necessary, my company is willing to work after school hours and on weekends to complete projects in a timely manner. _____
- 3) A minimum of 3 references are included with my bid document (See Attachment C). _____
- 4) I have included a sample certificate of insurance with my bid. _____
- 5) I have included manufacturer's cut sheets for all equipment and accessories listed on the Bidding Schedule-Part II. _____
- 6) I have included a physical copy of the manufacturer's catalog, or a link to their online catalog, and their current price list. _____

NAME OF BIDDER: _____

ADDRESS: _____

AUTHORIZED FIRM

MEMBER TO SIGN BID: _____

TITLE: _____

TELEPHONE: _____

BIDDER'S LICENSE NUMBER: _____

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENT A

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Web site:

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

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

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

ATTACHMENT B

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity?
(Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

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

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

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

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

ATTACHMENT C

QUESTIONNAIRE

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

1. SAFETY:

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

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

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

2. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

3. LICENSE SANCTIONS:

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

4. REFERENCES

Provide six references from agencies you have performed similar services for in the past five (5) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

ATTACHMENT C

QUESTIONNAIRE

4. REFERENCES (continued)

Provide six references from agencies you have performed similar services for in the past five (5) years.

Reference #4

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #5

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____

Reference #6

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____