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| Proposal Number: 26-P002W | Proposals will be received until: January 29, 2026 @1:00pm |
| Proposal Title: CPD Uniforms and Accessories | |
| Mailing Date: January 5, 2026 | Direct Inquiries to: Vera M. White |
| Vendor Name: | FEIN/SS#: |
| Vendor Address: | |
| City – State – Zip: | |
| Telephone Number: | Fax Number: |
| Authorized Signature: _____ | Title: _____ |
| Date: _____ | |

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **CPD Uniforms**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Proposal Response Form” to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.
4. Questions regarding this solicitation **must be submitted in writing to Vera M. White no later than 1:00pm on January 14, 2026**. Questions may either be faxed to 843-724-7354 or emailed to Vera M. White at whitev@charleston-sc.gov
- 5.

GENERAL INFORMATION

INTRODUCTION

The City is soliciting proposals from qualified vendors to provide Uniforms and Supplies for the Charleston Police Department.

PROCUREMENT PROCESS

The RFP (*Request for Proposal*) is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Vera M. White, City of Charleston, Procurement Division, 2 George Street, Suite 3600, Charleston, South Carolina 29401, or email to: whitev@charleston-sc.gov. Written Questions may also be faxed to: 843-724-7354. All questions must be received before 1:00 pm on January 14, 2026.** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

CONTRACT TERMS

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (***January 29, 2026 @ 12:00pm***) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to

difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time. The City of Charleston is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the responsibility solely of the Offerors to ensure that its proposal reaches the City of Charleston Procurement Division, by the designated date and time. Proposals received after the scheduled due date and time will not be considered.

Late Proposal documents will not be accepted under any circumstances.

PROPOSAL SUBMITTAL REQUIREMENTS

To assure similarity in proposal presentation and allow the Selection Committee to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City of Charleston to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional information sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement. Non-responsive or incomplete submittals or inability to meet City requirements set forth may lead to disqualification of the Offeror's submittal.

Only information presented in the Proposal will be used to evaluate the submittals. Responses shall be completed in accordance with the requirements in the RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Specific Requirements

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- Complete response to RFP, signed, completed and submitted as required with a detailed outline and description of proposed plan designs, including a list of standard limitations and exclusions.
- The completed Contractor Data Sheet (cover page)
- A detailed outline and description of proposed program administration and services.
- A narrative summary of all the deviations from the specifications. The detailed explanation and description of price quotation deviations should be submitted as required in the RFP.
- The completed Questionnaire.
- Copies of all documents requested in this RFP as well as samples of claim forms, additional reports, booklets, communication materials, etc. that may assist in the evaluation of this RFP; this does not include "sales pieces" as described below.
- The submission of the Price Quotations.
- Sealed package marked on the outside with the Offeror's name, address, and the solicitation number.
- All submittal forms.

PROPOSAL FORMAT

Proposals are to be prepared in a manner design to provide the Selection Committee with a straightforward presentation of the capability to satisfy the requirements of this RFP.

All documentation submitted with the proposal shall be in a single volume. Documentation must be on 8 ½ x 11 pages.

Include the following items:

- RFP Cover Page listing title of project, RFP number, date of submittal, and name of company
- List of lead contact(s) for the City
- List of Qualifications and References: provide at least (4) municipal projects for a client in the past year. References are provided with accurate and up-to-date contact information.
*Reference form is provided.
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Acknowledgement of any issued Addenda
- Proposal must be signed by an official authorized by the vendor's company to contractually bind the vendor.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

COMPLETION OF RESPONSES

Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

QUANTITY AND IDENTIFICATION OF PROPOSALS SUBMITTED

Each vendor must submit the following:

- One (1) original un-bound, single-sided Proposal labeled as “ORIGINAL”
- Four (4) bound, double-sided Proposals
- One (1) electronic copy on a flash drive. Please have submittal on flash drive divided into two documents: 1) the proposal; and 2) the cost.
- The Vendor must mark on the envelope or box containing the proposal the follow information: “26-P002W CPD Uniforms and Accessories”
- Note the RFP identification number on the outside of the envelope or box
- All Proposals, including original, copies and the flash drive, shall be submitted together in one envelope or box
- Proposals must be submitted by mail or hand delivered to City of Charleston, Procurement Division, 2 George Street, Suite 3600, Charleston, SC 29401, ATTN: 26-P002W

No more than one proposal may be submitted by any Vendor.

PROPOSAL EVALUATION PROCESS

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal may be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

After the proposals are evaluated, the City will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The City may choose not to require formal presentations or interviews. The City may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific vendor in order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the contract.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- Organization and Approach to Proposal Submission
- Company History and Stability
- Summary of experience, qualifications and past performance and ability to provide the services required as contractor
- Minimum of four similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, email address and contact person and date of service provided
- Order Processing Options
- Provide evidence of product, ability to meet schedules (turnaround time), proper sizing, cooperation and responsiveness.
- Has an Electronic Accounting System and Ordering Ability
- Cost

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

SCOPE OF WORK AND SPECIFICATIONS

The purpose of this solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Police Department. It will cover the actual items as well as sewing and repair service of the garments.

The City would like for the Vendor to provide the option for all ordered items to be delivered to the appropriate supply location.

The Vendor will be required to place orders with article manufacturers within two (2) business days of order receipt from the City. The Vendor will need to provide written proof, within three (3) business days, that an order has been placed with the manufacturer and specify the date they (the Vendor) anticipates receiving the product(s) from the manufacturer. In addition, the vendor will provide a 24 hour response time Monday through Friday on questions. Vendor shall provide the Police Department with a weekly update on outstanding items on order and their status.

Vendor must provide a complete statement regarding materials and workmanship warranties offered on each item in this solicitation. The City reserves the right to ask for this information on items not listed in this solicitation.

Vendor must be able to apply sewn-on name strip, rank specific insignia and department patches. Successful Vendor will be given a sample of the actual insignia and patches upon award.

The Vendor shall work directly with each City employee to take his/her order including alteration measurements, alterations, sewing on of patches, insignias, and the embroidered employee's name strip. The Vendor will be made available for on-site fittings for recruits and promotions. Patch attachment and embroidery needs shall include: **Illustration indicating the specific location of insignias and police department patch.**

Vendor shall provide full time alteration option including but not limited to: waist, hem, seat of pants, zippers, sleeves and side-seams on shirts for uniform purchases at no additional cost. Embroidery work shall be provided at the cost stated on Cost Proposal. Alterations and attachment of patches on previously purchased items shall be performed at cost on the Cost Proposal. Any items needed to perform requirements of this solicitation (i.e. thread, buttons, zippers, hooks, etc.) shall be furnished by the Vendor. All hems must be done in a manner that conceals the thread line as much as possible. All sewing and alterations shall be done in a first class manner consistent with a first class tailoring shop. All supplies and materials shall be first class, of the proper color, and be able to withstand extreme wear. In the event any stitching becomes undone within sixty (60) days of alterations or repair, the Vendor shall repair it at no cost to the City.

Vendor must stock sizes XS-XXXL for men and XS-XXXL for women. Vendor must have the operations and ability to maintain an adequate inventory of items specified in this solicitation in order to comply with a turn-around time (TAT) of 10 days or less in the case of emergencies. Any item that is not in stock shall be delivered within two weeks after receipt of order.

The Vendor awarded the contract will provide all patches, insignia and sewn-on items as required for the uniform. All articles of clothing will be supplied to the employee neatly pressed.

Any time the Vendor orders an incorrect item, color, model, etc., the Vendor will, at their expense, provide express shipping service to/from the manufacturer and to/from the City of Charleston to replace the item with the correct one. In addition, vendor will provide access to a local alterations shop for items not fitted correctly; at vendors cost with validation proof of vendors error.

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.

The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery or engraved product prior to release to the City.

Any embroidery or engraving related errors, imperfections, mistakes, quality issues, etc. will require the Vendor to replace the base item, at their expense, along with express shipping to/from the manufacturer and/or the City.

Under no circumstances are patches, emblems, insignia, images, etc. depicting or representing the Charleston Police Department or any of its entities, special units, etc. be used or applied without express written approval from the Supply unit of the Police Department. There are no “all encompassing” approvals.

The Vendor should give information detailing their automated tracking system. This system should include the following:

- *Secure Online Ordering System*
 - Only accessible by users defined and approved by CHARLESTON PD through unique usernames and password assignment
- *Mobile Device Compatibility*
 - Compatible with all smart phones and tablets
- *Configurable based on CHARLESTON PD Uniform Program Requirements*
 - Designable to support a broad range of CHARLESTON PD uniform program requirements
 - Uniform program profile must be established to be serviced through online portal
 - Profile must be able to define the operating parameters in which the system will govern the program, to include: employee management, allotment management, product offering, delivery requirements, and invoicing
- *Employee Management*
 - Site must provide an employee-based management and tracking segment.
 - Employee information, required to properly process order and provide management reports, must be warehoused in the systems data storage. This information includes: employee code, name, anniversary date, department, rank, assigned location, designation, and employee group.
 - Historical & distribution data must also be maintained for each employee. This data will be the basis for management reports and must be collected as orders are

placed and distributed. Historical data includes items distributed (to the size level), along with quantities and order/shipment dates.

- *Product Offering Management*
 - Product offerings for the uniform program must be defined and assigned to the respective employee groups.
 - Employee Groups, represents a job function or physical location. “Patrol”, “Bike”, “K-9”, etc. with each group having specific uniform products assigned to them. During order placement, only products associated with the location the employee is assigned to should be available for order.
 - Site must support alterations, such as trouser hemming, application of patches, etc. These elements will be defined based on the requirements of the uniform program
- *Ability to shop distributor's full catalog through site*
 - View and shop full product offering through the website at a negotiated percent discount off retail.
- *“Package Ordering” option*
 - Ability to create “Packages” of items that are frequently ordered at the same time (ex. “New Hire Package,” “New Vehicle Package”)
- *Allotment Management*
 - Provide employee allotment management based on dollars OR units.
 - When permitted by the uniform program profile, employees must have ability to purchase uniforms in excess of their allotment amount via credit card.
 - Ability to systematically renew on the employee’s anniversary date, or a specific date.
- *Controlled Uniform Order Placement*
 - Website must control uniform order placement by tying together the Employee, Product Offering, Location and Allotment Management segments of the system, as governed by the uniform program profile.
- *Optional On-Line Order approval*
 - Ability for all orders or certain orders to be approved by an Administrator prior to being processed. Allow for approval gates to be established from shipping to order dollar amount as defined in the Uniform Program Profile. Orders should remain in “Hold for Approval” status until released by an Administrator. Create system generated approval emails sent to the Administrator which allows the order to be approved (or denied) through links provided in the email, or on the Administrator’s user dashboard on the website.
- *Administrator Site Maintenance*
 - Ability for website administrator to add/remove product as needed
 - Access for administrators to submit work requests through website software so that requests are visible through a workflow and accompanied by automatic email updates
- *Integrated with Distributors ERP system*

- Site must be integrated with distributors order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
- When an order is placed in the system, it must pass directly to the distribution system for fulfillment of the order. Through the fulfillment process, the system must be updated: 1) to confirm that the order was successfully received into the distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates must be included in the data passed to the website from the distribution system.
- *Real time On-Demand Management Reporting*
 - Provide flexible, on-demand reporting with output into Excel .xls or Excel .xlsx.
 - Report examples include:
 - Allotment Report
 - Order History Sales report
 - Detailed itemized sales report that includes an itemized list of delivered items
 - Allotment Activity Report
 - Unit Allotment Activity Report
 - Backorder Report
 - *CHARLESTON PD management of employees*
 - Allow for department Administrators to have the ability to assign new users to the website, update user profiles, Locations, etc.
- *CHARLESTON PD management of inventory*
 - Provide a tool to track the CHARLESTON PD on-site inventory regardless of where items were purchased.
 - This management tool must allow Administrators to issue items to individuals, track those issues, and track return status of items.
 - 3 Major Components:
 - Inventory Management—
 - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
 - Load SKUs from Uniform Program or load items received from other distributors
 - Serial Number/Expiration Tracking
 - Allow administrators to input the number of serial numbers to capture on an item and expiration in months
 - Users and administrators receive automatic notifications in advance of expiration dates
 - System must adapt with standard UPC scanners and signature pads for quicker serial number entry and item issuing
 - Agency Issues

- Issue items to individuals, capture signature upon receipt by individual
- Ability to return items from individuals and designate if “damaged” or “reusable” with “reusable” returns auto-loading back into the Inv. Mgmt. tool
- Reporting must be available for this feature

The Vendor should detail their process for handling and filling orders from start to finish. The Vendor should have the ability to send the orders direct to a specified location. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

If the Vendor has not previously performed the services for the City, the City reserves the right to require a test period to determine if the Vendor can perform in accordance with the requirements of the contract, and to the City’s satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City’s decision to continue with the Vendor or to select another Vendor.

All repairs will require written authorization via a Charleston Police Department work order specifying the work to be completed. The vendor will be responsible for uniform repair cost for work completed without the appropriate authorization work order. No repairs will be made to civilian clothing belonging to an employee unless specifically authorized on the work order. Any alterations to the seat area of any trousers shall be at the employee’s expense, unless specifically authorized by a work order. The tapering of any uniforms will be totally at the expense of the employee.

During performance of the Contract, and the City becomes aware of better prices offered from outside Vendors, the City will provide the Awarded Vendor an opportunity to revise its price to match outside Vendor pricing. If the Awarded Vendor is unable or unwilling to revise the price, the City reserves the right to procure such items from outside vendors.

The City may require additional items/duties of a similar nature, but not specifically listed in this solicitation. The Awarded Vendor shall agree to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Vendor sixty (60) days written notice.

If any additional discounts are offered, please provide a statement on how discounts are applied and/or what items or services they are for.

NOTE: Vendors must either:

- 1) Submit published price list(s) with their proposal (on paper and flash drive), and
- 2) Provide a Web address where the list(s) may be accessed.

Vendor Questionnaire:

1. What would be the maximum number of days you would require to complete any of the above tasks? _____ days

2. List below the location(s), street address and city where the work will be performed? Is the work done in-house or sub-contracted? If it is sub-contracted, provide information on the sub-contractor.

3. Is the embroidery performed in-house or sub-contracted? If sub-contracted, provide information on the sub-contractor. Also provide information on turn-around time for embroidery.

4. What are your days and hours of operation? _____

5. What is the number of years' experience you have in providing similar services?

_____ Years

6. List the names of those persons who will have a management or senior position working with the City if you are awarded the contract. List name, title or position, and project duties.

7. Describe inventory limitations or any other factor that might affect the two week turn-around time required by the City.

Embroidery. While alterations and attachment of patches and insignia is included as part of the price of uniform articles, embroidery may be charged as a separate cost. If there is an additional cost to embroider names, state cost below.

Additional Items and Accessories. There may be occasions when Uniformed Employees may require items not listed in this solicitation. The City would like to have a discount off of other related items that are offered by your company and covered by their uniform allowance. Please state an overall discount, or discounts for other items offered by your company in the space below or on a separate sheet.

There may be occasions when Uniformed Employees may need alterations, attachment of insignias, embroidery of names, etc., after the initial purchase of an item. Please provide a description of the cost for such service in the space below or on a separate sheet.

Warranties. Vendor warrants that the workmanship and/or merchandise will conform to its description and any applicable specifications and shall be of good, merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty of service guarantee given by Vendor to the City.

ATTACHMENT A

References

Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

| |
|--------------------------------|
| Name: _____ |
| Address: _____ _____ |
| Phone/Fax: _____ |
| Email: _____ |
| Name: _____ |
| Address: _____ _____ |
| Phone/Fax: _____ |
| Email: _____ |
| Name: _____ |
| Address: _____ _____ |
| Phone/Fax: _____ |
| Email: _____ |
| Name: _____ |
| Address: _____ _____ |
| Phone/Fax: _____ |
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| Proposal Title: | CPD Uniforms and Accessories |
| Mailing Date: January 5, 2026 | Direct Inquiries to: Vera M. White |

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

 Company Name
 As registered with the IRS

 Authorized Signature

 Correspondence Address

 Printed Name

 City, State, Zip

 Title

 Email

 Telephone Number/Toll Free Also (If Available)

 Remittance Address

 Fax Number

 City, State, Zip

 Date

 Federal Tax ID (FEIN)/SS Number

 SC Sales Tax Number

NO PROPOSAL RESPONSE FORM

| | |
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| Proposal Title: CPD Uniforms and Accessories | |
| Mailing Date: January 5, 2026 | Direct Inquiries to: Vera M. White |
| Vendor Name: | FEIN/SS#: |
| Vendor Address: | |
| City – State – Zip: | |
| Telephone Number: | Fax Number: |
| Authorized Signature: _____ Title: _____ | |
| Date: _____ | |
| <p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must sent in if not sending in a submission.</p> | |

To submit a “**No Proposal**” response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your “**No Proposal**” response

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: _____

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law and employer’s liability limits of \$100,000 per accident.
 - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

- E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.
- F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the City of Charleston.

- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
2 George Street, Suite 3600
Charleston, SC 29401

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 2 George Street, Suite 3600 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

All pages that require a Signature shall be included with the proposal. Failure to include these required pages may result in the proposal being deemed Non-Responsive.

2. Offerors must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.
15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. **GRATUITIES AND KICKBACKS**
 - A) **Gratuities**. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

- A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.
- E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 2 George Street, Suite 3600, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award to more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Charleston.
- F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 2 George Street, Suite 3600 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

The Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall

not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of

termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation 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, may be subject to public disclosure. In determining whether to release documents, the City shall 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 Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, 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 City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, or sexual orientation. The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. 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.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying

and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. **PROMPT PAYMENT DISCOUNT TERMS**

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**

The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**

Contractor agrees not to refer to any award of a 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.

60. **AMENDMENTS**

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

63. **WAIVER**

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**

All responses shall be good for a minimum period of ninety (90) calendar days.

65. **CONTRACT TERMS**

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID DO NOT OPEN

SEALED BID NO.: 26-P002W

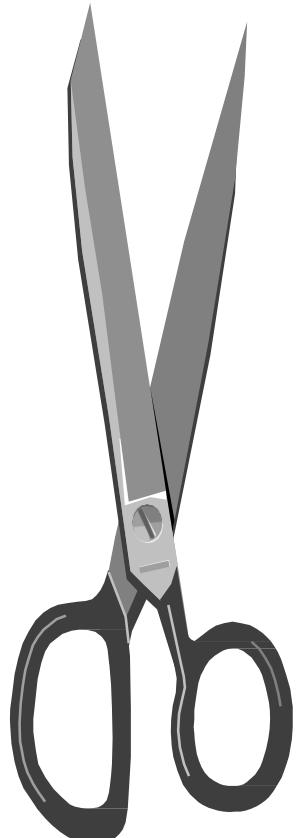
BID TITLE: CPD Uniforms and Accessories

DUE DATE/TIME: January 29, 2026 @ 1:00 p.m. EST

SUBMITTED BY: _____

(Name of Company)

**DELIVER TO: City of Charleston
Procurement Division
2 George Street, Suite 3600
Charleston, SC 29401**



Submittal Checklist

Responses shall be mailed/delivered in a sealed envelope to the City's Procurement Division no later than and time as shown in this solicitation.
<https://www.charleston-sc.gov/Bids.aspx?CatID=17>

Did an authorized company representative sign:

- The front page of this solicitation?
- The Certificate of Familiarity?
- The WMBE Compliance Provisions form?
- The applicable WMBE Affidavit (and had notarized)?
- The bottom portion of this page?

Did an authorized company representative sign the Certificate of Familiarity?

Did you include references if required?

Did you provide a copy of your Certificate of Insurance, if required?

Did you check the City's website for any addenda and include a signed copy of each with your response?

Did you complete and include pricing sheets, if included?

Did you double check to make sure you have included everything requested in this solicitation?

Payment Terms: **NET 30** Federal ID/SS: _____ Unique Entity ID: _____

A/R Point of Contact (Name, Phone & Email): _____

Company Legal Name & DBA: _____

Remit to Address: _____

Person Authorized to Sign: _____ Date: _____

Printed Name: _____ Phone: _____

Fax: _____ Email Address: _____

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders 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.