

Lancaster County School District

Invitation for Bid

Solicitation Number Solicitation Issue Date Procurement Officer Phone E-Mail Address

202421 In Haml 03/06/2024 Trevor Hammond, NIGP-CPP, CPPB (803) 416-8828 procurement@lcsd.k12.sc.us

DESCRIPTION: Custom Bally Walk-In Cooler & Freezer Units for Andrew Jackson High School & Southside Early Childhood Center

The Term "Offer" Means Your "Bid" or	"Proposal".
SUBMIT OFFER BY (Opening Date/Time): 03/28/2024 at 10:00 AM - EST	See "Deadline for Submission of Offer" provision
QUESTIONS MUST BE RECEIVED BY: 03/21/2024 at 10:00 AM - EST	See "Questions from Offerors" provision
NUMBER OF COPIES TO BE SUBMITTED: One (1) original	

Offers must be submitted in a SEALED PACKAGE. Solicitation Number & Opening Date <u>must</u> appear on package exterior.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL & MAILING ADDRESS:

Lancaster County School District Attn: Melinda Adams 300 South Catawba Street Lancaster, SC 29720

		See "Submitting Your G	Offer" provision							
Center, 500 Hampto (As appropriate, see "Confer AWARD & AMENDMENTS	8/24 @ 10:00 AM ew Jackson High School, 6925 Kershaw-Ca n Road, Lancaster, SC 29720 ences - Pre-Bid/Proposal" & "Site Visit" provisions) Notice of Intent to Award will be posted on a following web address: https://sites.google.	or about 03/29/2024 at	the physical address stated above and at the d-procurement/solicitations-awards. proposal, you agree to be bound by the terms							
	ou agree to hold your offer open for a min									
NAME OF OFFEROR	<u> </u>	OFFEROR'S TYPE OF ENTITY: (Check one)								
AUTHORIZED SIGNA (Person signing must be authorized	ATURE to submit binding offer to enter contract on behalf of Offeror named above.)		 □ Partnership □ Corporate entity (not tax-exempt) □ Tax exempt corporate entity □ Government entity (federal, state, or local) 							
TITLE	(Business title of person signing above	e)	□ Other (See "Signing your Offer" provision)							
PRINTED NAME	(Printed name of person signing above)	DATE SIGNED	(dee digiling your one) provision;							
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 INCOM	KPUKATION (If offeror is	s a corporation, identify the St	ate of Incorporation.)							
TAXPAYER IDEN	TIFICATION NO. (See "Taxpayer Id	entification Number" provision	1)							

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE place of business)	ADDRESS	S (Addre	ess for offeror's home	e offic	e / principal			RESS (Address to whi sent.) (See "Notice" cla		ocurement ar	nd contract related	
						Area Code - Number - Extension Facsimile						
						E-mail Address						
PAYMENT ADI "Payment" clause)	ent.) (See			ESS (Address to whi and "Contract Docume			vill be sent) (See					
Payment Ad	dress same	as Noti	ne Office Address ce Address (chec	ck on	ly one)			ess same as Home (ess same as Notice			nly one)	
ACKNOWLEDO Offeror acknowledo				nendr	nent number and	its date of issue.	(Se	ee "Amendments to So	licitation	" Provision)		
Amendment No.	Amendmen Date		Amendment No.	An	nendment Issue Date	Amendment No		Amendment Issue Date	Amen	dment No.	Amendment Issue Date	
DISCOUNT PROMPT PA (See "Discount f Payment" cl	YMENT or Prompt	10	I) Calendar Days (%)	l	20 Calenda	lar Days (%) 30 Calendar Days (%)Calendar l					Calendar Days (%)	
Minority Part		•			•			No □; If yes, S0 es □ No □	C Cert	ification	#	
PREFERENCES - A NOTICE TO VENDORS: 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.												
number for y Resident Ve 1524(C)(1)(ii not required, In-State	our in-sta endor Pi i)). Accor but can b e Office A	ate of refere dingly be ber addres	fice in the spance (11-35-1 r, you must pr	ace 524 ovid are ome	provided b I(C)(1)(i)&(i de this infor claiming th Office Add	elow. An in- i)) or the mation to que e Resident S	-si F ua	E: Please provi tate office is no Resident Cont alify for the pref ubcontractor Pro	ecess ractor erenc	ary to cl Prefer e. An in	aim either the ence (11-35- -state office is	

PAGE TWO LCSD (Sep 2009)

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - **B.** Special Instructions
- III. Scope of Work/Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bid Schedule
- IX. Attachments to Solicitation
- X. Minority Participation

I. SCOPE OF SOLICITATION

The Lancaster County School District is seeking competitive sealed bids from qualified sources to supply and install custom Bally Walk-In cooler and freezer units, with shelving, for Andrew Jackson High School and Southside Early Childhood Center in addition to demolition and removal of existing units.

<u>Acquire Services & Supplies/Equipment:</u> The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS:

Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even if not capitalized, the following definitions are applicable to all parts of the solicitation, unless expressly provided otherwise.

- 1. **Amendment** means a document issued to supplement the original solicitation document.
- 2. **Board** means the Lancaster County School District Board of Trustees.
- 3. **Business** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
- 4. **Change Order** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
- 5. **Contract** See clause entitled "Contract Documents & Order of Precedence."
- Contract Modification means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes", if included herein, authorizes the Procurement Officer to order without the consent of the contractor.
- 7. **Contractor** means the offeror receiving an award as a result of this solicitation.
- 8. **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.
- 9. **District** means Lancaster County School District (LCSD)
- 10. **Offer** means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- 11. **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."
- 12. Page Two means the second page of the original solicitation, which is labeled Page Two.

- 13. **Procurement Officer** means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice. Procurement Officer means the Chief Procurement Officer.
- 14. **Solicitation** means this document, including all its parts, attachments, and any amendments.
- 15. **Subcontractor** means any person you contract with to perform or provide any part of the work.
- 16. Us (or) We means the Lancaster County School District
- 17. **Work** means all labor, materials, equipment, services, or property of any type, provided or to be provided by the contractor to fulfill the contractor's obligations under the contract.
- 18. You and Your means Offeror.

Amendments to Solicitation: (a) The solicitation may be amended at any time prior to opening. All actual and prospective offerors should monitor the following web site for the issuance of amendments: https://sites.google.com/lcsd.k12.sc.us/lcsd-procurement/solicitations-awards. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on page two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Because this solicitation is posted electronically, the District may not be aware of all potential offerors, particularly those that attained a copy from this web site or other unknown sources. It is the bidder's responsibility to check this web site periodically to determine if any amendments have been issued. Any amendments issued by the District shall become a formal part of this solicitation.

<u>Authorized Agent:</u> All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only district official authorized to bind the district with regard to this procurement or the resulting contract.

<u>Award Notification:</u> Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the cover page or, if applicable, any notice of extension of award. The date and location of posting will be announced at opening. Should the contract resulting from this solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all offerors responding to the solicitation and any award will not be effective until the eleventh day after such notice is given.

<u>Bid/Proposal as Offer to Contract:</u> By submitting your bid or proposal, you are offering to enter into a contract with the district. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the cover page. An offer may be submitted by only one legal entity; "joint bids" are not allowed.

<u>Bid Acceptance Period:</u> In order to withdraw your offer after the minimum period specified on the cover page, you must notify the Procurement Officer in writing.

<u>Bid in English & Dollars:</u> Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

Board as Procurement Agent: The Procurement Officer is an employee of the district acting on behalf of the Lancaster County School District pursuant to the Lancaster County School District Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the district. The Board is not a party to such contracts, unless and to the extent that the Board is a using district department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

Certificate of Independent Price Determination:

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

- (a) By submitting an offer, the offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Certification Regarding Debarment and Other Responsibility Matters:

- (a)(1) By submitting an offer, offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the offeror's

responsibility. Failure of the offeror to furnish additional information as requested by the Procurement Officer may render the offeror non-responsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the district, the Procurement Officer may terminate the contract resulting from this solicitation for default.

<u>Code of Laws Available</u>: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at http://www.scstatehouse.gov/code/statmast.php. The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php.

<u>Deadline for Submission of Offer</u>: Any offer received after the Procurement Officer of the district 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 prior to the bid opening.

Disclosure Of Conflicts Of Interest Or Unfair Competitive Advantage:

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

- (a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the District may withhold award. Before withholding award on these grounds, the District will notify you of the concerns and provide a reasonable opportunity for you to respond. The District may consider
- (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the District will rely when considering your offer for award.

Disclosure Of Your Bid / Proposal & Submitting Confidential Data:

efforts to avoid or mitigate such concerns, including restrictions on future activities.

- (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.
- (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.
- (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the District, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

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

<u>Drug Free Work Place Certification:</u> 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.

<u>Duty to Inquire:</u> Offeror, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Offerors are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the solicitation that offeror does not bring to the District's attention. See clause entitled "Questions from Offerors".

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

regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

Omit Taxes from Price: Do not include any sales or use taxes in your price that the District bay be required to pay.

<u>Open Trade Representation</u>: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<u>Prohibited Communications and Donations:</u> Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

- (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District or its employees, agents, or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.
- (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.

<u>Protests:</u> 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 Procurement Officer within the time provided. See clause entitled "Protest- Procurement Department Address". 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.

<u>Public Opening:</u> Offers will be publicly opened at the date/time and at the location identified on the cover page, or last amendment, whichever is applicable.

Questions From Offerors:

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than seven (7) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

Rejection/Cancellation: The district may cancel this solicitation in whole or in part. The district may reject any or all bids in whole or in part (Article 5-1710 of the Lancaster County School District's procurement code).

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. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable
- (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- (e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- (f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

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

Submitting Your Offer or Modification: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

<u>Tax Credit For Subcontracting With Disadvantaged Small Businesses:</u> Pursuant to Section 12-6-3350, a taxpayer having a contract with this District who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the

subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

<u>Withdrawal or Correction of Offer:</u> Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of offers is governed by Article 5-1520 of the Lancaster County School District's procurement code.

II. INSTRUCTIONS TO OFFERORS - B. SPECIAL INSTRUCTIONS

Conference - Pre- Bid:

Pre-Bid Conference Date and Time: March 13, 2024; 10:00 AM

Location of Pre-Bid Conference:

First conference: Andrew Jackson High School, 6925 Kershaw-Camden Highway, Kershaw, SC 29067 & Second conference: Southside Early Childhood Center, 500 Hampton Road, Lancaster, SC 29720.

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

<u>Descriptive Literature - Labeling:</u> Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

<u>Descriptive Literature – Required:</u> Your offer must include manufacturer's latest literature showing complete product specifications.

<u>Preferences - A Notice to Vendors:</u> 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.

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

Preferences - Resident Contractor Preference: To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

Preferences - Resident Subcontractor Preference: To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE

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

<u>Protest – Procurement Department Address:</u> Any protest must be addressed to the Chief Procurement Officer, Lancaster County School District, and submitted in writing (a) by email to <u>trevor.hammond@lcsd.k12.sc.us</u>, (b) by facsimile at 803-286-4865, or (c) by post or delivery to 300 South Catawba Street, Lancaster, SC 29720.

<u>Unit Prices Required:</u> Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS

<u>Objective:</u> The Lancaster County School District is seeking competitive sealed bids from qualified sources to furnish, deliver and install custom Bally Walk-In Cooler and Freezer units with shelving for Andrew Jackson High School and Southside Early Childhood Center per the enclosed drawings, specifications, and all other requirements of this solicitation. In addition, the awarded contractor shall be responsible for the demolition of existing cooler and freezer units at this location prior to the delivery and installation of the new cooler and freezer units. Bally is the only approved brand for the walk-in coolers and freezers. Metro is the only approved brand for the shelving. No alternates will be accepted. Contractor shall be required to install all components with all accessories and options. A pre-bid conference will be held on March 13, 2024. Demolition, delivery and installation shall be scheduled by contacting Angela McCrorey by email at Angela.McCrorey@lcsd.k12.sc.us.

The Lancaster County School District shall assume no liability or responsibility for work until after delivery is complete in all respects and accepted by the district. The contractor shall be completely responsible for all terms and conditions in this contract until the above conditions are met.

Minimum Specifications:

Lot 1: Andrew Jackson High School

Bally Indoor 2 Compartment Walk-In Cooler/Freezer Unit - Quantity 1

Bally Prefabricated Exterior Dimensions: 14'-5 1/2" (L) x 12'-6 1/2" (W) x 7'-6" (H)

2 Compartments; 1 Tier; With 4" Floor

Ceiling: Single Span

Panel Thickness: 4" Exterior Vertical Used (6'-10") with 4" Partition, 4" Floor, 4" Ceiling

- > See Attachment A for specifications and drawings for the freezer/cooler unit
- > Bidder should include the optional warranties as listed in Attachment A for the Bally Cooler/ Freezer in unit pricing

Metro Shelving Units

- a) Model 2136NK3, Super Erecta Shelf, wire, 36" W x 21" D, Green Epoxy-Coated, Quantity: 8
- b) Model 74PK3 Super Erecta® SiteSelect™ Post, 74-1/2"H, Quantity: 36
- c) Model 2142NK3, Super Erecta Shelf, wire, 42" W x 21" D, Green Epoxy-Coated, Quantity: 12
- d) Model 2160NK3, Super Erecta Shelf, wire, 60" W x 21" D, Green Epoxy-Coated, Quantity: 16
- e) Model 2448NK3, Super Erecta Shelf, wire, 48"W x 24"D, Green Epoxy-Coated, Quantity: 3
- f) Model 2460NK3, Super Erecta Shelf, wire, 60"W x 24" D. Green Epoxy-Coated, Quantity: 3
- g) Model 54PK3, Super Erecta SiteSelect Post, 54-7/16"H, Quantity: 8

Lot 2: Southside Early Childhood Center

Bally Indoor Single Compartment Walk-In Cooler Unit – Quantity 1

Bally Prefabricated Exterior Dimensions:

7'-9" (L) x 5'-10" (W) x 8'-6" (H)

1 Compartments; 1 Tier; With 4" Floor

Ceiling: Single Span

Panel Thickness: 4" Exterior Vertical Used (7'-10") with 4" Partition, 4" Floor, 4" Ceiling

- > See Attachment B for specifications and drawings for the cooler unit
- > Bidder should include the optional warranties as listed in Attachment B for Bally Cooler in unit pricing

Metro Shelving Units

Freezer:

- a) Model 2460NK3, Super Erecta Shelf, wire, 60"W x 24"D, Green Epoxy-Coated, Quantity: 3
- b) Model 54PK3, Super Erecta SiteSelect Post, 54-7/16" H, Quantity: 4 (Note: 3 Tier Shelf to Go Underneath the Evaporator-54" Posts)
- c) Model 1460NK3, Super Erecta Shelf, wire, 60"W x 14"D, Green Epoxy-Coated, Quantity: 8
- d) Model 74PK3 Super Erecta® SiteSelect™ Post, 74-1/2"H, Quantity: 8

<u>Delivery/Performance Location – Purchase Order:</u> After award, all deliveries shall be made and all services provided to the location specified by the district's purchase order.

Delivery locations:

- > Andrew Jackson High School, 6925 Kershaw-Camden Hwy. Kershaw, SC 29067
- Southside Early Childhood Center, 500 Hampton Road, Lancaster, SC 29720

Contractor Requirements:

- 1. Cooler and Freezer units must be custom built and all components must be new. Remanufactured or refurbished items will **NOT** be accepted.
- 2. Contracted vendor must be an authorized reseller of Bally and Metro equipment.
- 3. Work and materials shall be in accordance with requirements of applicable codes, ordinances and regulations, including but not limited to those of Occupational Safety and Health Act (OSHA), National Fire Protection Association, State Fire Marshal, State Accident Commission, U.S. Public Health Service, State Board of Health, local health codes, etc. No extra charge will be paid for furnishing items required by regulations, even though such may not be shown on drawings or called for in these specifications.
- 4. Contractor must contact Food Services Director, Angela McCrorey at Angela.McCrorey@lcsd.k12.sc.us to schedule demolition and removal, delivery and installation. All deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Thursday, excluding holidays. The anticipated lead time for delivery should be stated in definite terms (on the bid schedule) and may be a factor in making an award.

- 5. All deliveries must be FOB Destination freight prepaid, Inside Delivery. No tailgate deliveries will be accepted. The term FOB Destination freight prepaid, Inside Delivery shall mean delivered, unloaded and brought inside to the district's designated receiving site with all charges for transportation and unloading paid by the contractor. These charges are to be included in the price of the product, not invoiced separately. Any claim for loss or damages shall be between the contractor and the carrier.
- 6. Contracted vendor must accompany delivery of the equipment to the job site and set in place at school.
- 7. Contractor must unpack equipment, remove and dispose of all trash offsite. District dumpsters are not to be used for this purpose.
- 8. Contractor shall be responsible for complete demolition and removal of old freezer/cooler units to include removal and disposal of trash offsite. Contractor shall provide installation of new freezer/cooler units to include refrigeration, electrical hookup and start-up prior to departing the school facility.
- 9. Contractor, or broker, will be required to demonstrate all sections and parts of the cooler and freezer units.
- 10. Equipment must be delivered, installed, operational and demonstrated no later than June 27, 2024.

Start & Completion Dates:

- 1. The District anticipates a purchase order will be issued on or about April 10, 2024.
- 2. Work to be completed between June 3, 2024 June 27, 2024. District schools and offices will be closed on Fridays during the month of June. Any work to be performed on Fridays or weekends must be approved by the district. A designee of the District shall coordinate the scheduling of all work with the contractor.

Operational Manuals: Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

Quality - New: All items and materials must be new. Refurbished or remanufactured items will NOT be accepted.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Information for Offerors to Submit – General: You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

V. QUALIFICATIONS

Qualifications of Offeror: (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g. letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

<u>Subcontractor – Identification</u>: 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 district may contact and evaluate your proposed subcontractors.

VI. AWARD CRITERIA

Award Criteria – Bids: Award will be made to the lowest responsible and responsive bidder(s).

Award By Lot: Award will be made by complete lot(s).

Award To Multiple Offerors: Award may be made to more than one Offeror.

Unit Price Governs: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS - A. GENERAL

Assignment, Novation, And Change Of Name, Identity, Or Structure:

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the district shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific district contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

Bankruptcy - General: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

<u>Choice-of-Law:</u> 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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

<u>Discount for Prompt Payment:</u> (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the district annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when federal government offices are closed and government business is not expected to be conducted, payment may be made on the following business day.

<u>Disputes:</u> (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the district 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. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

Equal Opportunity: 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.

<u>False Claims:</u> According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

<u>Fixed Pricing Required:</u> Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

Price(s) shall include overhead, profit, insurance, rental equipment, power tools, travel, fuel, fuel surcharges, delivery, set-up charges, taxes, etc. The district shall not honor any hidden charges.

No Indemnity Or Defense: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

<u>Notice:</u> (a) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (b) Notice to contractor shall be to the address identified as the notice address on page two. Notice to the district shall be to the Procurement Office address on the cover page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

<u>Open Trade</u>: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Organizational Conflict Of Interest:

- (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (b) The District may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been if the subcontract had contained such a clause.
- (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the District may terminate the contract for default.

Payment & Interest: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (c) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (d) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (b) and (c) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (e) The District shall have all of its common law, equitable and statutory rights of set-off.

- All invoices for payment of purchases of goods or services shall be delivered to: Lancaster County School District, Attn: Accounts Payable, 300 S. Catawba St., Lancaster, SC 29720.
- ➤ All payment for purchases of goods and services shall be paid by the district within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

<u>Publicity:</u> Contractor shall not publish any comments or quotes by district employees, or include the district in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

<u>Purchase Orders:</u> Contractor shall not perform any work prior to the receipt of a purchase order from the district. The district shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

> Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

<u>Survival of Obligations:</u> The parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

<u>Taxes:</u> Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

<u>Termination Due To Unavailability Of Funds:</u> Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

<u>Third Party Beneficiary:</u> This contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this contract as a third party beneficiary or otherwise.

<u>Waiver:</u> The district does not waive any prior or subsequent breach of the terms of the contract by making payments on the contract, by failing to terminate the contract for lack of performance, or by failing to strictly or promptly insist upon any term of the contract. Only the Chief Procurement Officer has actual authority to waive any of the district's rights under this contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS - B. SPECIAL

Changes:

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) method of shipment or packing;

- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

<u>Compliance with Laws:</u> During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

<u>Contract Limitations:</u> No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

Contractor's Liability Insurance – General:

- (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- (b) Coverage shall be at least as broad as:
- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products- completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
- (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) The district, and the officers, officials, employees and volunteers of the district, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by

the District, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

- (e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- (g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- (h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

<u>Contractor Personnel:</u> 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.

<u>Contractor's Obligation – General:</u> 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.

Default:

- (a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
- (b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be

liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

- (e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.
- (f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- (h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

<u>Disposal of Packaging</u>: 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.

<u>Illegal Immigration</u>: 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.

Indemnification- Third Party Claims – General: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either

party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the Lancaster County School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

<u>Licenses And Permits:</u> 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.

<u>Material and Workmanship:</u> Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

Price Adjustments:

- (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

Pricing Data - Audit - Inspection: (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the district finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The district may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the district may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the district context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the district context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the district.

<u>Relationship Of The Parties:</u> Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

Restrictions on Presenting Terms of Use or Offering Additional Services:

- (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the district pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
- (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not for itself or on behalf of any third party offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
- (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
- (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the district liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

Shipping/Risk of Loss: F.O.B. Destination, Freight Prepaid. Destination is the District's designated receiving site, or other location, as specified on the purchase order.

<u>Storage Of Materials:</u> Absent approval of the district, Contractor shall not store items on the premises of the district prior to the time set for installation.

<u>Substitutions Prohibited – End Product Preferences:</u> If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute.

<u>Subcontractor Substitution Prohibited - Resident Subcontractor Preference:</u> If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the District an amount equal to twice the difference between the price paid by the District and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.

<u>Termination For Convenience:</u> (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve

property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

- (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
- (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
- (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

<u>Warranty – Standard:</u> Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VIII. BID SCHEDULE

IFB 202421 Bally Walk-In Cooler & Freezer Units for Andrew Jackson High School and Southside Early Childhood Center

page 1 of 2

	Lot 1: Andrew Jackson High School 6925 Kershaw-Camden Highway, Kershaw, SC 29067											
Item #	Description	Preferences	Lead Time	Quantity	Unit Price							
1	Bally Indoor 2 Compartment Walk-In Cooler/Freezer Unit with Metro Shelving Units, including delivery.			1	\$							
2	Installation			1	\$							
3	Demolition & Removal of Old Freezer/Cooler Unit			1	\$							
	Subtotal: Lot 1 - Andrew	gh School	\$									
	Lot 2: Southside Early Childhood Center 500 Hampton Road, Lancaster											
Item #	Description	Preferences	Lead Time	Quantity	Unit Price							
4	Bally Indoor Single Compartment Walk-In Cooler with Metro Shelving Units, including delivery.			1	\$							
5	Installation			1	\$							
6	Demolition & Removal of Old Cooler Unit			1	\$							
	- Oine	\$										
	Subtotal: Lot 2 – Southside	Early Childh	ood Center	\$								

Vendor Name:

VIII. BID SCHEDULE

IFB 202421 Bally Walk-In Cooler & Freezer Units For Andrew Jackson High School & Southside Early Childhood Center

page 2 of 2

List of all Subcontractors by specialty who are expected to perform work to the Prime Contractor:

(1) All subcontractors' bids shall be included in the base bid amount. (2) A prime contractor whose bid is accepted may not substitute a person as subcontractor in place of a subcontractor listed in the original bid, except for showing a satisfactory reason to the District. Request for substitution must be made to the District in writing. (3) If the bidder determines to use his own employees to perform a portion of the work for which he would otherwise be required to list a subcontractor and if the bidder is qualified to perform that work under the terms of the invitation for bids, the bidder shall list himself in the appropriate place in the bid and not subcontract that work except with the approval of the District for good cause shown.

Sub-Contractors:

:_ ade	Subcontractor's Name – SC License #	Bid Amount: \$_
:_		Bid Amount: \$_
Trade	Subcontractor's Name – SC License #	
:		Bid Amount: \$_
Trade	Subcontractor's Name – SC License #	

IX. ATTACHMENTS TO SOLICITATION

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

- · Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the district's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the
 instructions entitled: "Disclosure of Your Bid/Proposal & Submitting Confidential Data". Do not mark your entire
 bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire
 response is not to be released!
- Make sure you have properly acknowledged all amendments. Instructions regarding how to acknowledge amendments
 are outlined in section entitled: "Instructions to Offerors A. General Instructions (Amendments to Solicitation)".
- Make sure your bid/proposal is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Make sure you properly mark the outside of your envelope with the bid number, due date, and time.
- Check to ensure your bid/proposal includes everything requested!
 - □ Cover Page completed and signed
 - □ Page Two completed
 - □ Bid Schedule completed (to include name of company in space provided)
 - Company Profile and Reference Form (if required)
 - □ Evidence of Liability Insurance
 - □ Bid Bond, Certified Check or Cashier's Check (if required)
 - Appropriate Number of Copies Requested
- If you have concerns about this solicitation, do not raise those concerns in your response! After opening, it is too late!
 If this solicitation includes a prebid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "Instructions to Offerors A. General Instructions Questions from Offerors" and any provisions regarding prebid/proposal conferences.

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

X. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:

a) Statement of Policy:

It is a practice of the Lancaster County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the District which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the District. Further, it is the practice of the District to encourage and promote, on an inclusionary basis, contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Lancaster County School District will comply with this policy.

b) Subcontractor Participation:

The Lancaster County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

c) Business Utilization Report:

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with the Lancaster County School District. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

Business Enterprise Utilization Report

List all vendors/subcontractors to be used on this project. All MBE's or WBE's proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Lancaster County School District's Minority Business Enterprise Plan.

In column 6 below, please specify ethnic/racial/gender group as follows:

- AABE African-American Business Enterprise
- HBE Hispanic Business Enterprise
- ABE Asian-American Business Enterprise
- FBE Female Business Enterprise
- MAJ Majority Business Enterprise

Project Title	W/M Business Enterprise Name	Address	Contact Person(s)	Telephone #	Designation Code

Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Lancaster County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically the District seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Women Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Women Business utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Women Business Enterprise Program in the performance of this contract.

Name:		
Signature:		
Title:		
Date.		



Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Ouote No: 24266-001-R01-LC

Item No:

Job Name: Andrew Jackson High School Lancaster Date: 11/30/2023 PVD: 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

Last Update: 11/30/2023Revisor: Laura CraigTo: Lancaster County

Attn:

Box Shape

Indoor Structure

NSF APPROVED



Bally Prefabricated Exterior Dimensions:

14'-5½"(l) x 12'-6½"(w) x 7'-6"(h)

2 Compartments 1 Tiers With Floor 4" Floor

Ceiling: Single Span

Panel Thickness:

4 in. Exterior Vertical Used (6'-10") with 4 in. Partition, 4 in. Floor, 4 in. Ceiling

Details on Following Page(s)

Total Price (FOB Plant) (Less Refrig. Warranties): \$48,234.49 Net

Estimated Freight: \$932.03

Optional Warranties: (not included in Total Price)

(1) 00 1/2 HP System (5 yr. Parts, 1 yr. Labor) \$231.00 **Net**

(1) 02.5 HP System (5 yr. Parts , 1 yr. Labor) \$540.00 **Net**

Payment terms and conditions are available upon request.

This quotation was based on information supplied to us which may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations, and any improper information supplied to us.

Signature:		
	Laura Craig	
Date ·		

 $We are not \ responsible for \ the \ selection \ or \ recommendation \ of \ the \ panel \ finish \ for \ any \ building \ or \ walk-in \ application.$

NOTE: Quoting Bally standard specifications, sizes, and finishes.

This quotation is good through 1/13/2024

Act of 2007 (Public Law 110-140) Title III; Section 312, regarding Walk-In Coolers and Walk-In Freezers.

Version 2.8.25 Page 1 of 5



Lancaster County

Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Quote No: 24266-001-R01-LC

Item No:

Job Name: Andrew Jackson High School Lancaster Date: 11/30/2023 PVD: 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

Attn:

Last Update:

Revisor:

To:

Indoor Structure

NSF APPROVED

Bally Prefabricated Exterior Dimensions:

14'-5½"(1) x 12'-6½"(w) x 7'-6"(h)

11/30/2023

Laura Craig

2 Compartments 1 Tiers With Floor 4" Floor

Ceiling: Single Span

Panel Thickness:

4 in. Exterior Vertical Used (6'-10") with 4 in. Partition, 4 in. Floor, 4 in. Ceiling

Details and specifications for Quote No: 24266-001-R01-LC

Comments:

Base Finish

Vertical and Ceiling Panels: Embossed Galvalume (26 GA)

Special Finishes:

Interior Floor - Aluminum Treadplate .125" Thick

Doors/Openings:

Wall 1 Door 1 (1) 36" x 78" Hinged Door In a 46"

Wall 1 Door 1 (1) Bally Standard Pressure Relief Port (< 400 sq/ft) Wall 1 Door 1 (1) Conduit to Top of Panel (Not including Plug)

Wall 1 Door 1 (1) Conduit to Top of Panel (Not including Plug)
Wall 1 Door 1 (1) Int.Stainless Steel Ramp (36" Door)

Wall 1 Door 1 (1) Strip Curtain (36" Door and Under)

Wall 1 Door 1 (1) Super Door 36" Wide and Under, 30" High

Wall 1 Door 2 (1) 30" x 78" Hinged Door In a 46"

Wall 1 Door 2 (1) Conduit to Top of Panel (Not including Plug)

Wall 1 Door 2 (1) Int.Stainless Steel Ramp (30" Door)

Wall 1 Door 2 (1) Super Door 36" Wide and Under, 30" High

Accessories and Extras:

(3) 48" LED KEIL 48x754-CL-N Light - 40° F to 100° F(Range)

Floor Options:

(195) S/F 1/2" Plywood Foamed in Panel

Version 2.8.25 Page 2 of 5



Lancaster County

11/30/2023

Laura Craig

Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Quote No: 24266-001-R01-LC

Item No:

Job Name: Andrew Jackson High School Lancaster *Date:* 11/30/2023 *PVD:* 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

Attn:

Last Update:

Revisor:

To:

Refrigeration:

(1) BEHA-006-M8-HS2D 208-230/1/60

R448A & R404A - 6200 BTU/h

(1) BEZA 025 L8 HT3D (208-230/3/60) w/ smart speed

Includes defrost contactor for 1 Evap.

(1) BLP107-MA-S1D 115/1/60

1 Fan 7000 BTU/h

(1) BLP209LE-S2D 208-230/1/60

2 Fan 9390 BTU/h

- (1) Refrigeration is calculated for standard use at a box temperature of 35° F. for the cooler and -10° F for the freezer with a condensing unit ambient of 105° F.
- (1) The refrigeration is calculated for a line run of less than 50'
- (1) Time Clock 8145 (shipped loose) 115/1/60

Estimated Shipping:

Weight: 5,403.06

Destination: Kershaw, SC, 29067

Version 2.8.25 Page 3 of 5



Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Quote No: 24266-001-R01-LC

Item No:

Job Name: Andrew Jackson High School Lancaster Date: 11/30/2023 PVD: 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

To: Lancaster County

Attn:

Last Update:

Revisor:

Deviations (Alternates, Remarks, Clarifications, Etc.):

11/30/2023

Laura Craig

Quoting Bally Standard Pre-assembled Remote Refrigeration.

Bally Floor Panels are capable of supporting up to 800 lbs. Per Sq/Ft evenly distributed stationary loading. Bally does not recommend the use of heavy carts, pallet jacks or forklifts on top of the floors. Warranty for floors subjected to this type of use would not be covered by Bally.

Exclusions (Items Not Supplied by Bally):

✓ Shelving, Racks, Interior Accessories	☑ Caulking and Sealants
☐ Labor on Warranties	☐ Refrigeration Systems
✓ Alarm Systems	☑ Refrigeration Accessories
✓ Supervision	☑ Closure Panel and Trim
☑ Tubing, Wiring for Rfg. Equipment	✓ Sleeves, Penetrations, Escutcheon Plates
✓ Compressor Rack	✓ Floor Insulation and Vapor Barrier

Cancelled Orders: Cancelled unshipped standard walk-ins will be charged a 30% restocking fee plus the cost of special panels. Cancelled refrigeration systems will be charged a 30% restocking fee and the cost of any freight accrued. Buy-out items will be charged a 25% restocking fee plus any freight accrued.

Agency Ratings: Bally units comply or surpass applicable Flame Spread-25, UL, UL 723, & NSF standards in a manner conforming to ASTM E-84, and Factory Mutual standards.

Quotation Limitations: This quotation was based upon the specifications given to Bally which may possibly be incomplete. Bally is not responsible for items missing from the quotation due to incomplete or excluded items in the specifications received from the customer. The customer is responsible for reviewing the quotation for omissions or deviations from the specifications given to Bally. All portions of the quotation are subject to revision upon receipt of detailed specifications or if changes are made following the delivery of the original quotation. Quotations expire on the date indicated on Page1 of the Quote. Approval drawings must be returned within 60 days of receipt of the purchase order. The order must ship within the agreed upon time frames or current lead times, but no later than 7 months. Any deviations to this quotation (dimensions or specification changes) will require updated pricing.

Panel Construction: Bally Panels are manufactured with environmentally friendly HFC 245-FA polyurethane foam. This polyurethane foam offers the highest thermal insulation value and the most energy efficiency per cubic inch in comparison to similar foams. It has a zero Ozone Depletion Potential (ODP) and a low Global Warming Potential (GWP). It is not considered a Volatile Organic Compound (VOC) in the US. Standard 4" Bally panels meet the 2009 Federal Energy Standards.

Refrigerants: Unless otherwise specified, refrigeration systems are quoted with environmentally friendly HFO R448A refrigerant. It has a Low Global Warming Potential (GWP) and the EPA lists it as an acceptable substitute for R404A and other high GWP refrigerants.

Automatic Door Closers: Bally includes automatic door closers and spring loaded hinges on all doors 42" wide and smaller as a standard feature with no additional charge that meet the 2009 Federal Energy Standards.

Motors: Bally units are quoted with EC and PSC motors in compliance with federal energy standards, for increased energy savings.

Lighting: Bally units are quoted with lighting in compliance with federal Energy Standards for increased energy savings.

Optional Features: Bally offers additional optional energy-saving features such as Walk-In Alarm & Light Management systems that comply or surpass the 2009 Federal energy regulations.

Version 2.8.25 Page 4 of 5



Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Quote No: 24266-001-R01-LC

Item No:

Job Name: Andrew Jackson High School Lancaster *Date:* 11/30/2023 *PVD:* 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

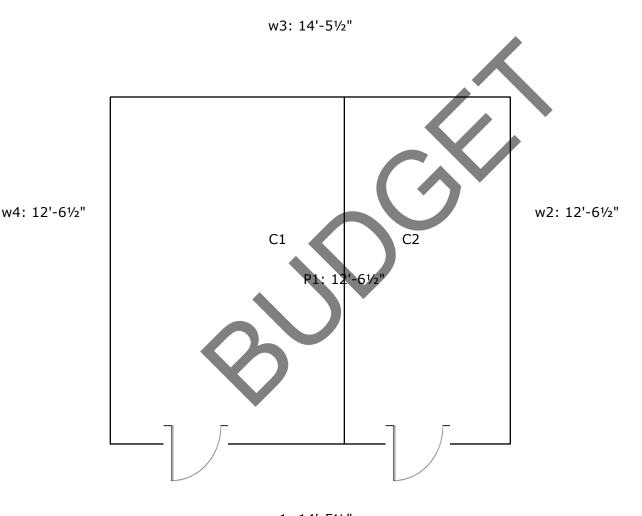
Phone: Fax: (704)521-8801

Last Update: 11/30/2023Revisor: Laura CraigTo: Lancaster County

Attn:

1 none. 1 un. (104)321 0003

This drawing is for reference purposes only and it not intended to be a formal scale model.



w1: 14'-51/2"

DOOR 1: Wall1 36" x 78" Hinged Door In a 46" Offset:4'-0" Hinge:Left Orientaion:Regular DOOR 2: Wall1 30" x 78" Hinged Door In a 46" Offset:12'-0" Hinge:Left Orientaion:Regular

PARTITION 1: Wall 1 Offset:6'-0" from wall 2 Connect

Version 2.8.25 Page 5 of 5

Andrew Jackson HS Cooler LOAD CALCULATION





				COOLI	NG REQ	UIREM	ENTS									
Application	Gen	eral Walk-ir	Cooler			Loca	ation	Indo								
Internal Tem		35 °F	Internal RH		84% External Tem		al Temp		85 °F			rnal RH		55%		
Wall Load	6	66 BTUH	Infiltration	1,564		Proc	lucts	35	58 BT		Miscellaneou		ıs 458 BTU			
		22%		519	%	***************************************			12%)				15%		
			WA	LL, FLO	OR AND	CEILI	NG LO	ADS								
Section		Constr		Thickne (in)	ss K Fac	ctor R	Value		Ext Temp Dim 1			m 2 ft)	Area (ft²	Annual State of State		
Rear			andard panels	4.000	0.1	.4 2	28.57	35.0)	12.60	7.50		95			
Right End	l	Jrethane, Sta	andard panels	4.000	0.1	9 17	28.57	85.0		5.90	7	.50	25	43		
			or				15.00	85.0		3.00		.50	20	65		
Front			andard panels	4.000			28.57	85.0		12.60		.50	95	165		
Left End			andard panels	4.000	0.1	.4 2	28.57	85.0)	5.90	7	.50	44	77		
Floor	Insula		anels On Concrete Grade	10.000	0.3	31 3	32.32			12.60	5	.90	74	185		
Ceiling	l	Jrethane, Sta	andard panels	4.000	0.1	.4 2	28.57	85.0)	12.60	5	.90	74	130		
			VOLUME (ft3)	558			тот	AL WA	LL, I	FLOOR A	AND	CEILIN	G LO	AD 666		
			INFILTRATION		ESTIMA	TED BY										
Box Usage Internal Temp Internal (°F) (%)					External (°F	Temp		ternal (%)		Ver	rentilation (CFM)			Load (BTUH)		
Heavy 35			84		85			55		—		,		1,564		
				PI	RODUCT	LOAD	S									
		Туре			Weig (lb	ght	Enter (°I			al Temp (°F)	Pi	ull Dow (hrs)	n	Load (BTUH)		
Ge	neral Mi	xed Products	, Approximation	1,115			45.				24		-+	358		
			EIGHT (lbs)		1,11		13.				PRODUCT LOAD			358		
	OTAL	RODUCT W	LIGITI (IDS)						•	OTALFI	KOD.	oci Lo	AD	336		
				MISC	ELLANE	ous Lo	DADS									
Quantity			Description				Pow	200700		Jnits	R	un Time (hrs)	e	Load (BTUH)		
			LIGHTING	1								24		254		
1			EVAPORATOR MOT	ORS										205		
								TOT	AL M	ISCELL	ANE	ous Lo	AD	458		
				SYSTEM	M DESIG	N SUM	MARY									
Design Load (BTUH)	Safet Facto		d Run Time	Capa Requi (BTU	ired F	Refrige	frigerant		equency Design TD Line L		Line Frequency (Hz)					Condense Ambient (°F)
3,046	10%	3,35	51 16	5,02	26	R448/	A	60		10.1		0.5		105		
			SY	STEM E	QUIPMI	ENT SE	LECTIO	ON								
Equipment	Туре	Quantity	Model Nu	mber			Des	criptio	n		Voltage		e	Rating (BTUH)		
Condensing	Unit	1	BEHA006M8	3-HS2D	El	H-Line H	ermetic	Conde	nsing	Units-Air	. 2	08-230/1	/60	5,363		
Evaporat	or	1	BLP107MA	N-S1D		Lo	ow Profi	le Evap	orato	r		115/1/6		7,106		
				SY	STEM B	ALANC	E									
Fan L	oad (BT	UH)	Suction Te	mp (°F))	E,	vapora	tor TD	(°F)		Sys	stem Ca	pacit	y (BTUH)		
			26.		8 5,610											

NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP. 159 ROY BLVD, PO BOX 2020

BEHA006M8-HS2D

	B	BRANTFORD, CANADA N3T	ON	2020				,			RMETIC	TD.		
	PURCH		210				CONDENSING UNITS-AIR SUBMITTED BY: Laura Craig							
			ndrew	Jackson H	S Kershaw S	SC	3001111		: 30 Nov :					
				9631.004			T-	TEM #		2023				
		TE # : Q						ID #						
PU	RCHASER'S		,				TAC	GING						
					МО	DEL FE		301110	<u> </u>					
Copper clamps Crankca High ef internal co Outdoo made fro Pre-form Receive shut off v OPTI Small S	tubing securates heater ficiency PSC overload proor weather-rem G90 galvamed piping er with fusibly valve CON PACKAMA (SON PACKAMA) (SON PACK	ired with fan moto tection esistant h enized sto de plug ar GES Warm/M Warm/Mo Moderate Moderate FCUIT ESSURE (ith flex h orator cuit Brea ne Delay NIT PRI	or with nousing eel nd liquid Moderate Moderate te/Cold) te/Cold) CONTRO oose	o A cor o L cha o V cor circ d	diustable flo introl (unless inits are ship arge Veatherproof inpressor cor cuit DEL OPTIO DISCONNE Non-Fused EC FAN MO CONTROLL All Motors Units Export Cra EXTENDED WARRANT' Copeland Extended L COIL COAT E-Coat FIN MATER Gold Coat Copper Fir Hail Guard Heated and HOUSING I Stainless S Insulated S	ce valve coded he otherwice coded he otherwice coded he otherwice coded he coded cod	ead pressure ise indicated) the Helium hold and fused control bottom of the Speed - 230 and fused - 230 are COMPRES. R COMPRES. Indenser ated Received IAL In Line ITER + SIGHT	ding x with ntrol coose ; ued	• Adjusta flex hose e ECM w e High ef and alum e Outdoo cabinet e AWEF: R404A/R) Pum Quic Rece Singli With SUCT Sea TIME Par *23 1 *11 Wince	e / fix ith Srificien ficien ficient ficien ficient ficient ficient ficient ficient ficient ficient ficien ficient ficien	wn Toggi Valves Inlet Bal int Electi ACCUMU at Exchang Heat Exch FILTER type OCK 8145 Styl aragon 81 aragon 81	ressured Techniced copies of pre-particular of the Switz	contrology oper to ainted	ol ıbe
	kcase Press		julator				ENOID VAL	/E						
	narge Air H				*Standard									
	ONNECT S	NITCH			*Standard									
Fuse	ed				Oversized	Receive	er							
1.00	TACE		CVCT	EM DEEDT	SEDANIT		DATTO	T a:	ICTION: ==	45	A A 4 5 7 5 7 1 5 1	TE:	c · -	
	LTAGE		SYST	EM REFRIC	EKANI		RATING	SU	JCTION TEI	MP /	AMBIENT			CITY
208-2	30/1/60			R448A			0.6Hp		26.5 °F		105 °			BTUH
	FANS		/= · · ·			MPRESS					CIRCUIT			
QTY	POWER		/FAN		YPE	QTY	RLA	LRA			WATTS	MCA		10P‡
1	100W		1		C2E-CFV	1	4.4	30				6.5		15
LIQUI		3/8 in		SOUND	-		REC CAPACI		5 lb				APPR(OVALS
SUCTIO		5/8 in	V	VEIGHT	149 II	b	REF CHARG	E	3 lb				^	
NOTES:													e (i) us	
† MCA.	. Minimum (Circuit Ar	npacity,	# MOP N	1aximum Ov	ercurre	nt Protection					Ī		
MCA &	MOP are for	the con	densing	unit ONL	/. Single poir	nt conne	ections WILL :	show d	different on	data	plate.			
												ŀ		
									T					L
APPROV	ED BY:									DA	ATE:			
							ble under the tance by NAT							ge



NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP.

159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BEHA006M8-HS2D

EH-LINE HERMETIC CONDENSING UNITS-AIR

PURCHASER: SUBMITTED BY: Laura Craig

PROJECT: Andrew Jackson HS Kershaw SC DATE: 30 Nov 2023

ORDER #: 06907.39631.00469-A00 ITEM #: 1

QUOTE #: Q30KVLCB-A ID #:

PURCHASER'S PO #: TAGGING:

SELECTED OPTION DESCRIPTIONS

Liquid Line Filter + Sight Glass - Sealed

Sporlan C Series with ODF solder connections and Sporlan SA moisture indicator factory installed in liquid line.

Option Packages - Small B (Good@Warm/Moderate) LLFD+SG

Time Clock - 115V Paragon 8145 Style

115V Defrost timer is time initiated, temperature or pressure terminated with a timed failsafe. Timer is shipped loose in a box for field installation.

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office. NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and

Dimensions shown are for standard unit less

options.

DIMENSIONS

DIMENSION A DIMENSION B

7/8 in 19 3/8 in

24

30 3/8 in

4 in

DIMENSION D

DIMENSION E

DIMENSION C

o in

DIMENSION G

DIMENSION F

DIMENSION H

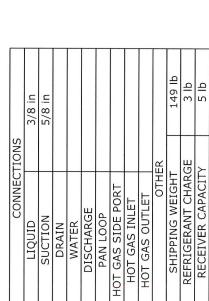
BEHA006M8-HS2D Order Item No: 1

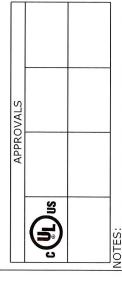
CONDENSING UNITS-AIR **EH-LINE HERMETIC**

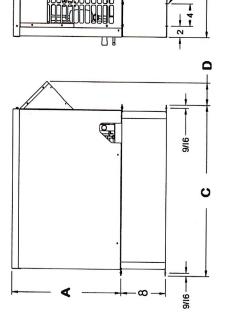
DATE: 30 Nov 2023 PURCHASER PROJECT: Andrew Jackson HS Kershaw SC

SUBMITTED BY: Laura Craig

OPTIONAL AIR DISCHARCE HOOD AND LEGS	







0

8

MOUNTING

NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP. 159 ANY FORDOLO PO BOX 2020

BLP107MA-S1D

BRANTFORD, ON CANADA N3T 5Y6							EVAPORATOR							
	PURCHA						SUBMIT	TED B	Y : L a	aura Crai				
	PROJ	ECT : Andre	ew Jackso	n HS	Kershaw S	SC	5551,111			0 Nov 20				
	ORDE	R # : 0690	7.39631.	004	69-A00]	ITEM						
	QUOT	TE # : Q30k	(VLCB-A					ID						
PU	RCHASER'S P	O # :					TA	GGIN	G :					
					МО	DEL FI	EATURES							
refrigerant operating charge) • Factory installed solenoid valve wire harness • Heavy gauge textured aluminum cabinet construction resists scratches/corrosion • Spacious piping end compartment allows for easy assembly PRE-ASSEMBLED EVAP SmartVap+ with EEV + Solvlv 1 Sporlan TXV, LLSV,T-stat KE2 Evap Efficiency w/Sporlan EEV *KE2 Evap Efficiency w/Sporlan EEV Aux Sideport Connector CABINET FINISH Painted White Stainless Steel SENSORS FOR CPC BOARDS Coil Temp Sensor Return Air Temp Sensor DEMAND DEFROST ELECTRONIC CONTROLLER KE2 Therm Evaporator Efficiency *KE2 Therm Evaporator Efficiency Dual Circuit ELECTRONIC CONTROLLER KE2 Temp+Defrost SmartVap+ Control Board and Display VOLTAGE SYSTEM REFRIGERANT 115/1/60 R448A FANS drain connection (3/4 Fornt access to spa header compartment Schrader connection Attractive and dura polyethylene fan gue Ultra efficient Electr Commutated Motor (MODEL OPTIONS (EXPANSION VAI Sporlan TXV Sporlan EEV EEV for SmartV. Evaporator Disc EVAPORATOR P Tamper Proof St Export Crating COIL COATING E-Coat FIN MATERIAL Gold Coat Fins Copper Fins Insulated Drain KE2 THERM *CAT5e Shieldet w/connectors Temp Sensors for Controller Ethernet Adapte *Remote Combo *Liquid / Suction VOLTAGE SYSTEM REFRIGERANT 115/1/60 R448A							th central united drain) clous electricated on suction hole high densitions on cally compared by the compared	Loose Ch AGE	• ar • • • • • • • • • • • • • • • • • •	High efficient alumini 6 FPI AWEF = 9 Unit Coole ith 404A/R50 LIQUID Sporla Dual Vowered Nitroge ROOM 1 Mecha *Mecha *Johnso Wire Fare REMOTI *230V *115V INSTAL Minimudrain I P-trap box USED W SUBCOO Circuit tempe	Control LATION RI LIM SUPPLY CONTROL C	ced codesign RCAN co	omplia 407A/ VALV 30V F Gealed EL EMEN foot of outsid AL quid - r	ube ant R407 VE Field I de of
		S			ERANT		AIR FLOW			P. TEMP	BOX TE			ACITY
115			R44	8A			680 CFM		2	7 °F	35 °	-		втин
OTV I				T\(Г		ANADO	CIRCUIT			MOD!
1 Q1Y	0.07HP	1	'	1 Y	rc	QTY	AMPS	-		AMPS	WATTS	MCA		MOP#
DISTRIBU		/8 in	SOUND	, 1			REC CAPAC	ITV		1	60	1.3		15 ()/// ()
SUCTI		/8 in	WEIGH		48 lb		REF CHAR			1 lb			APPR	OVALS
NOTES:										1 IV			t (N) nz	NSF
APPROV											DATE :			
Appr	oval of this dr						able under the							ige



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BLP107MA-S1D

LOW PROFILE EVAPORATOR

CANADA N31 310	EVAPORATOR
PURCHASER:	SUBMITTED BY: Laura Craig
PROJECT: Andrew Jackson HS Kershaw SC	DATE : 30 Nov 2023
ORDER #: 06907.39631.00469-A00	ITEM # : 3
QUOTE # : Q30KVLCB-A	ID # :
PURCHASER'S PO # :	TAGGING:

SELECTED OPTION DESCRIPTIONS

Expansion Valve - Sporlan TXV

May be Type EBQ, S, SBF, O externally equalized thermostatic expansion valve. Valves are selected using the specified capacity and operating conditions of the refrigeration system as specified on the accompanying Certified Prints.

Installation Requirements - Minimum slope of 1" per foot on all drain lines

Bally recommends a minimum slope of 1" per foot on all drain lines.

<u>Installation Requirements - P-trap per evap required</u> <u>outside of box</u>

All evaporators must be trapped individually outside of the box to prevent vapor migration back to coil surface.

Liquid Line Solenoid Valve - Sporlan

Sporlan solenoid coil voltage matches evaporator voltage except when evaporator is 460V, then 230V solenoid coil is used. Exceptions must be clearly explained in the Notes of the option.

Pre-assembled Evap - Sporlan TXV, LLSV,T-stat

Option Package consists of factory installed Sporlan balance port TXV, Sporlan liquid line solenoid valve and Johnson Controls A19 Room thermostat.

Room Thermostats - Mechanical

Single stage temperature control with Single-Pole,
Double-Throw (SPDT) mechanical switch. May be Johnson A19
or equal, Operating range of -30°F to +100°F. Adjustable
differential of 3°F to 12°F. Factory installed and wired.

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

AIR CONDITIONING CANADA CORP. NATIONAL REFRIGERATION AND

159 ROY BLVD, PO BOX 2020 CANADA N3T 5Y6 BRANTFORD, ON

NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and

subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

BLP107MA-S1D

LOW PROFILE

Order Item No: 3

DATE: 30 Nov 2023 **EVAPORATOR**

PURCHASER

PROJECT: Andrew Jackson HS Kershaw SC

SUBMITTED BY: Laura Craig

Dimensions shown are for standard unit less

options.

30 1/4 in 1/4 in

DIMENSIONS

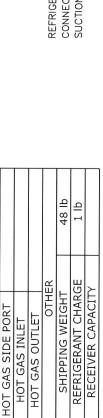
DIMENSION A DIMENSION B DIMENSION D

DIMENSION C

DIMENSION F DIMENSION G **DIMENSION H**

DIMENSION E

3/4 MPT / 3/4 FLARE DRAIN CONNECTION 7.438 SLOTS IN MOUNTING BRACKETS AIR THROW APPROX 35' -3 1/8 [79] [403] 3 H 1 3/8[|] [35]



5/8 in 3/8 in

CONNECTIONS

DISTRIBUTOR

SUCTION

o in

3/4 in

DISCHARGE

WATER DRAIN

PAN LOOP



_	- 6 3/8 [162] ELECTRICAL CONNECTIONS.			,	_	
	GERATION 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SLOTS (TOP VIEW)	გე აგ] ე∏	0 0 V		

Freezer LOAD CALCULATION





				COOLI	NG REQU	JIREMEN	ITS									
Application		ıl Walk-in I	reezer			Locatio		Indoor								
Internal Temp		0 °F	Internal RH	95%	6 E	External T	emp	85	°F	Exte	ernal RH		55%			
Wall Load		9 BTUH	Infiltration	1,937 B		Product	ts	149 BTUH		Miscellaneous		754 BTU				
	3	9%		42%				3%	6				16%			
			WA	LL, FLO	OR AND	CEILING	LOA	DS								
Section		Constru	ction	Thicknes (in)	K Fact	or R Va	lue	Ext Temp (°F)	Dim 1 (ft)	100	im 2 (ft)	Area (ft²)	Load (BTUF			
Rear		thane, Stan		4.000	0.14	28.	57	35.0	12.60	7	7.50	95				
Right End	Ure	thane, Stan	dard panels	4.000	0.14	28.	57	85.0	8.80	7	7.50	47	155			
		Doo				15.0	00	85.0	3.00	- (5.50	20	123			
Front		thane, Stan		4.000	0.14	28.	57	85.0	12.60	7	7.50	95	314			
Left End		thane, Stan		4.000	0.14	28.5	57	85.0	8.80	7	7.50	66	219			
Floor	Insulate	d Floor - Par On Gra	nels On Concrete ide	10.000	0.31	32.3	32		12.60	8	3.80	111	471			
Ceiling	Ure	thane, Stan	dard panels	4.000	0.14	28.5	57	85.0	12.60	8	3.80	111	369			
			VOLUME (ft ³)	832			TOTA	AL WALL,	FLOOR	AND	CEILIN	G LOA	D 1,799			
		I	NFILTRATION	LOAD : I	ESTIMAT		NAME OF TAXABLE PARTY.				100		,			
Box Usage	Int	ernal Tem (°F)	p Internal	Internal Rh External Temp External Rh Ventilation							Load (BTUH)					
Regular		-10	95		85			55		(,		1,937			
				PR	ODUCT	LOADS							0 = 0 = 0 = 0 = 0			
		Туре			Weigh	nt En	ter To		nal Temp) P	ull Dow	n	Load			
C	Mi		N		(lb)		(°F))	(°F)		(hrs)		(BTUH)			
			Approximation	-	832		0.0		-10.0		24	_	149			
то	TAL PRO	DUCT WE	IGHT (lbs)		832				TOTAL P	ROD	UCT LO	AD	149			
				MISCE	LLANEO	US LOAD	os									
Quantity			Description	A			Powe	er	Units	R	Run Time (hrs)	е	Load (BTUH)			
			LIGHTING				1		W/ft²		24		378			
2		E,	/APORATOR MOT	ORS			60		W		22		375			
								TOTAL	MISCELL	ANE	OUS LO	AD	754			
				SYSTEM	DESIGN	SUMMA	ARY									
Design Load (BTUH)	Safety Factor	Safety Load (BTUH	(Hours)	Capac Requir (BTU	red Re	efrigeran	it F	Line requency (Hz)	Desigi (°F		Line Lo	oss	Condense Ambient (°F)			
4,639	10%	5,103	18	6,80	4	R448A		60	10)	0.5		105			
			SY	STEM E	QUIPMEN	NT SELEC	CTIO	N								
Equipment T	уре	Quantity	Model Nu	mber				ription			Voltag	e	Rating (BTUH)			
			BEZA025L8	-HT3D	EZ	Z-Line Scr	oll Co	ondensing	Units-Air		208-230/3		8,224			
Evaporato		1	BLP209LE	-S2D		Low	Profile	e Evaporat	or	2	208-230/1	/60	9,435			
				SYS	STEM BA	LANCE										
Fan Loa	d (BTUH	I) T	Suction Te	mp (°F)		Evan	orato	or TD (°F) [Sv	stem Ca	pacity	(BTUH)			
				-19.4 8.9					8,441							

AIR CONDITIONING CANADA CORP. 159 ROY BLVD, PO BOX 2020

NATIONAL REFRIGERATION AND

159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BEZA025L8-HT3D

EZ-LINE SCROLL CONDENSING UNITS-AIR

		IIIADA IIST STO									ONTI 2-M	TK		
	PURCHA	SER:					SUBMIT	TED BY	: La	ura Craig	3			
	PROJ	IECT : Andr	ew Ja	ckson H	S Kershaw S	C		DATE	: 30	Nov 202	23			
	ORDE	R # : 069	07.39	631.004	69-A00		Ī	TEM #	: 4					
		TE # : Q30						ID#						
DLIDC	CHASER'S P		KVLC	, <u>, </u>			TA							
FUNC	HASEK S F	0#.						GUING	<u> </u>					
• 3/8" Tubin refrigerant • Anti-short • Adjustable on 2 fan me • Copper tuclamps • Crankcase • Discharge • Fan Guard OPTION 1 Small B Small D Small D Small D Small B Small B Small C Small B Small C Small	ng coil consoperating of toycle time e pressure odels only abing secure e heater e line tempo d PACKAGES (Good@Mod (Better@Mod (Best@Mode of	struction (recharge) e delay fan cycling ed with cus erature sen m/Moderate) n/Moderate) erate/Cold) derate/Cold) erate/Cold) KIT JRE CONTRO ex hose MAN Reset on - HOT GAS E	contro shion sor LS HP	with • Pr • Re shu • Si • Ae con • Ui cha	an motors are internal over the internal over th	re inherer erload ping fusible ce valvoded hotherw ped with the certain ped with the certain ped erload erl	EATURES Frently protects Frently protect	uid) ding Loose	Vector Correction Vector Vector Note And Note A	mpressor ocuit Velded her djustable se / fixed ligh efficie minium fin compatible dutdoor we binet LIQUID L Sealed Replacea Liquid Lin LIQUID L *Standa *Standa OIL SEPA With Oil One Time Oversized PHASE / 1 3-Lead 6-Lead (Pump Dov QuickVac Receiver Single Poi Sub Cooli SUCTION With Hea Without SUCTION Sealed T Replacea TIME CLO Paragon *230V P *115V P Wind Gua	re Lock-Out INE SOLENC rd 230V Coil rd 115V Coil RATOR Filter and Sol Pump Down I Receiver VOLTAGE MC MotorSaver4! wn Toggle S Valves Inlet Ball Va int Electrical rng Circuit ACCUMULAT at Exchanger Heat Exchanger Heat Exchanger FILTER ype sble Core CK 8145 Style aragon 8145 aragon 8145	I comprese contract contract contract contract copper contract c	ressor of with rol oper tube frigeran inted sto	flex e and ts eel
VOLTA		S		1 REFRIG	ERANT		RATING	SI		ON TEMP	AMBIENT		САРА	
208-230			,	R448A			2.5Hp		-19	.4 °F	105		8441	BTUH
	FANS					MPRES					CIRCUIT	TOTAL		
QTY	POWER	FLA/FAI	V	TY	PE	QTY	RLA	LRA	4	AMPS	WATTS	MCA	(+ N	10P‡
1	240W	1.1			4E-TF5	1	9.6	63		10.7		13.		20
LIQUID		/8 in	50	UND			REC CAPACI			4 lb	<u> </u>		APPRO	
SUCTION		/8 in		IGHT	335 lb								AFFRO	VALS
		/ O III	VV E	וחטו	335 ID	'	REF CHARG	²		5 lb			(F)	
NOTES:													c(VL)us	
							ent Protection							
MCA & M	OP are for	the conden	sing u	nit ONLY.	Single poin	t conn	ections WILL	show c	differe	ent on da	taplate.			
AWEF = 3	.15 for R4	04A/R507/4	107A/F	R448A/R4	149A. Non-co	omplia	nt DOE NRCA	N mod	lel for	all other	refrigeran	its		
			,	7		,								
APPROVED											DATE :			
Approva ma	al of this dr ade hereon	rawing sign by any per	ifies th son w	at the echomsoev	juipment is a er subject to	accept	able under the otance by NAT	e provis	sion c	of the job	specification	ons. An	y chang fice.	ge
					,	1	,					5 511		



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BEZA025L8-HT3D

EZ-LINE SCROLL CONDENSING UNITS-AIR

PURCHASER: SUBMITTED BY: Laura Craig

PROJECT: Andrew Jackson HS Kershaw SC DATE: 30 Nov 2023

ORDER #: 06907.39631.00469-A00 ITEM #: 4

QUOTE #: Q30KVLCB-A ID #:

PURCHASER'S PO #: TAGGING:

SELECTED OPTION DESCRIPTIONS

Electric Defrost Kit - DFK-02

Electric Defrost Kit includes:

Mechanical Time Clock:

Time initiated temperature terminated with a timed failsafe.

Contactors:

Three pole definite purpose, 230V or 115V coil as defined by the control circuit voltage

HtrCont1x 40A

Fuse Blocks:

1x 30A (2P) Class CC

Liquid Line Filter + Sight Glass - Sealed

Sporlan C Series with ODF solder connections and Sporlan SA moisture indicator factory installed in liquid line.

Option Packages - Small B (Good@Warm/Moderate)

LLFD+SG

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

Bally

NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP.

159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office. NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and

BEZA025L8-HT3D

Order Item No: 4

EZ-LINE SCROLL
CONDENSING UNITS-AIR
DATE: 30 Nov 2023

PURCHASER:
PROJECT: Andrew Jackson HS Kershaw SC

SUBMITTED BY: Laura Craig

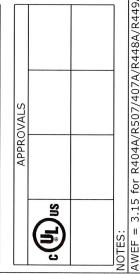
Dimensions shown are for standard unit less

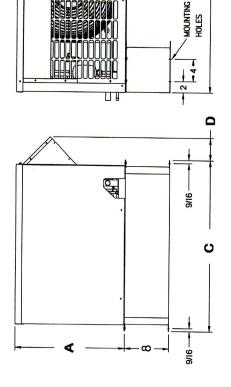
options

options.	DIMENSIONS	19 7/8 in	36 3/8 in	30 3/8 in	4 in			0 in	
opt	DIMEN	DIMENSION A	DIMENSION B	DIMENSION C	DIMENSION D	DIMENSION E	DIMENSION F	DIMENSION G	DIMENSION H

OPTIONAL AIR DISCHARGE HOOD AND LEGS (B)

	3/8 in	7/8 in									335 lb	e Ib	14 lb
CONNECTIONS	LIQUID	SUCTION	DRAIN	WATER	DISCHARGE	PAN LOOP	HOT GAS SIDE PORT	HOT GAS INLET	HOT GAS OUTLET	OTHER	SHIPPING WEIGHT	REFRIGERANT CHARGE	RECEIVER CAPACITY





0

8

	refrigerants
	other
l	a
	for
	model
	NRCAN
	DOE
	Non-compliant
	IEF = 3.15 for R404A/R507/407A/R448A/R449A.
	H

NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP. 159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BLP209LE-S2D

LOW PROFILE EVAPORATOR

PURCHASER: SUBMITTED BY: Laura Craig											
PR	OJECT : Andrew	Jackson H	S Kershaw	sc		DATE :	30 Nov 202	23			
ORI	DER # : 06907.	39631.004	169-A00		I	TEM # :	5				
QU	OTE # : Q30KV	LCB-A				ID # :					
PURCHASER'S	S PO # :				TAG	GGING :					
MODEL FEATURES * Holing coil construction (reduces efrigerant operating charge) * Factory installed solenoid valve wire harmers * Heavy gauge textured aluminum cabinet construction resists scratches/corrosion in Spacious piping end compartment allows * Spacious piping end compartment allows or easy assembly * PRE-ASSEMBLED EVAP * SmartVap+ with EEV + Solvly * Sporlan TXV, LLSV, T-stat * KE2 Evap Efficiency w/Sporlan TXV * KE2 Evap Efficiency w/Sporlan TXV * KE2 Evap Efficiency w/Sporlan TXV * KE2 Evap Efficiency w/Sporlan EEV * Aux Sideport Connector * CABINET FINISH Painted White Stainless Steel * SENSORS FOR CPC BOARDS Coil Temp Sensor Return Air Temp Sensor Return Air Temp Sensor DEMAND DEFROST ELECTRONIC CONTROLLER KE2 Adaptive Control KE2 Therm Evaporator Efficiency * KE2 Adaptive Control KE2 Therm Evaporator Efficiency * KE2 Heavy Dual Circuit * Controller Ethermet Adapter Kit * Remote Combo Display * Liquid / Suction Heat Exchanger * Liquid / Suction Heat Exchanger * Unit cooler is DOE/NRCAN compliant with R404A/R507/R448A/R449A/R407A * Unit Cooler is DOE/NRCAN compliant with R404A/R507/R448A/R449A/R407A * Liquid Hotor (ECM) * ECM with SmartSpeed Technology * EcM with										eld FS and all be of	
VOLTAGE	SYS	FEM REFRIG	*Liquid / S				SUBCOC Circuit	LER for sub-cod	oled Liqu		
208-230/1/60		R448A			1410 CFM		-18.9 °F	-10 °			втин
FANS	5		ŀ	HEATER				CIRCUIT			
QTY POWER	FLA/FAN	T	YPE	QTY	AMPS		AMPS	WATTS	MCA†	М	OP‡
2 0.07HP	0.6						1.2	120	1.4	_	15
		DEFRO	ST HTRS		8.2			1890	10.3		15
DISTRIBUTOR	3/8 in	SOUND	-		REC CAPACI	түТ				PPRO	
		WEIGHT	80 lb		REF CHARG		2 lb			T	
NOTES: † MCA Minimum			L				2.13		c	Un us	ASP
APPROVED BY :								DATE :			
Approval of this made hered	drawing signifies	s that the e	quipment is ver subject to	accepta o accep	able under the	provisi IONAL F	on of the job REFRIGERATION	specificatio ON at its ho	ns. Any	chang	je



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BLP209LE-S2D

LOW PROFILE EVAPORATOR

CANADA NOT 510	LVAFORATOR
PURCHASER:	SUBMITTED BY : Laura Craig
PROJECT: Andrew Jackson HS Kershaw SC	DATE : 30 Nov 2023
ORDER #: 06907.39631.00469-A00	ITEM # : 5
QUOTE #: Q30KVLCB-A	ID # :
PURCHASER'S PO # :	TAGGING:

SELECTED OPTION DESCRIPTIONS

Expansion Valve - Sporlan TXV

May be Type EBQ, S, SBF, O externally equalized thermostatic expansion valve. Valves are selected using the specified capacity and operating conditions of the refrigeration system as specified on the accompanying Certified Prints.

<u>Installation Requirements - Insulated drain line</u> requires heat - 20W/ft

Freezer condensate drain lines must be insulated and heated with a minimum of 20 watts per foot.

<u>Installation Requirements - Minimum slope of 1" per</u> <u>foot on all drain lines</u>

Bally recommends a minimum slope of 1" per foot on all drain lines.

<u>Installation Requirements - P-trap per evap required</u> outside of box

All evaporators must be trapped individually outside of the box to prevent vapor migration back to coil surface.

Liquid Line Solenoid Valve - Sporlan

Sporlan solenoid coil voltage matches evaporator voltage except when evaporator is 460V, then 230V solenoid coil is used. Exceptions must be clearly explained in the Notes of the option.

Pre-assembled Evap - Sporlan TXV, LLSV,T-stat

Option Package consists of factory installed Sporlan balance port TXV, Sporlan liquid line solenoid valve and Johnson Controls A19 Room thermostat.

Room Thermostats - Mechanical

Single stage temperature control with Single-Pole,
Double-Throw (SPDT) mechanical switch. May be Johnson A19
or equal, Operating range of -30°F to +100°F. Adjustable
differential of 3°F to 12°F. Factory installed and wired.

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

AIR CONDITIONING CANADA CORP. NATIONAL REFRIGERATION AND

159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and

BLP209LE-S2D LOW PROFILE

Order Item No: 5

DATE: 30 Nov 2023 **EVAPORATOR**

PROJECT: Andrew Jackson HS Kershaw SC PURCHASER:

SUBMITTED BY: Laura Craig

subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

Dimensions shown are for standard unit less

options.

46 1/4 in 1/4 in

DIMENSIONS

33

DIMENSION B

DIMENSION A

DIMENSION D

DIMENSION C

DIMENSION E

DIMENSION F

o in

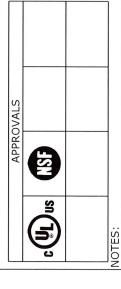
DIMENSION G

DIMENSION H

.438 SLOTS IN

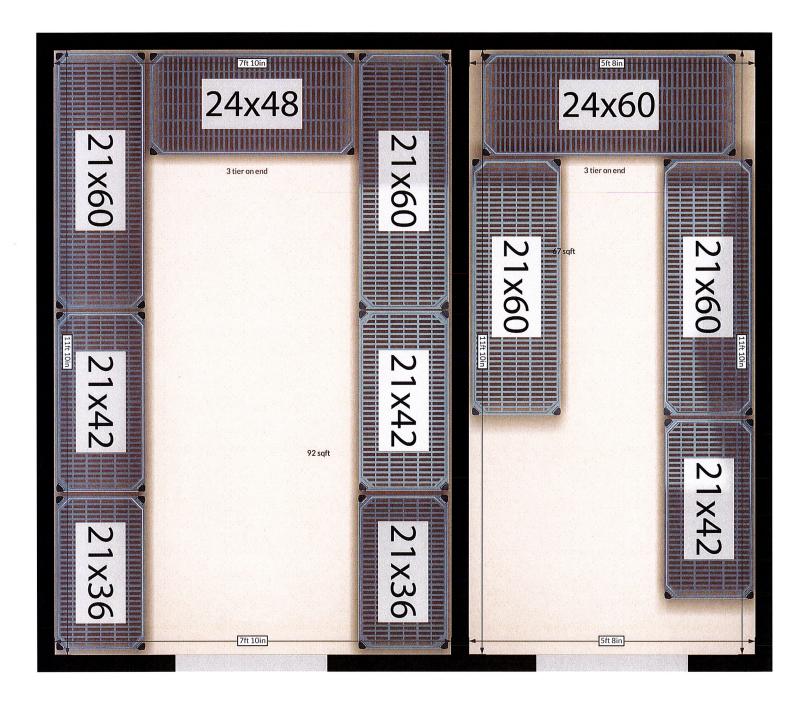
3/4 MPT / 3/4 FLARE DRAIN CONNECTION MOUNTING BRACKETS AIR THROW APPROX 35' 15 7/8 [403]

	3/8 in	7/8 in	3/4 in								9 QI 08	2 lb	
CONNECTIONS	DISTRIBUTOR	SUCTION	DRAIN	WATER	DISCHARGE	PAN LOOP	HOT GAS SIDE PORT	HOT GAS INLET	HOT GAS OUTLET	OTHER	SHIPPING WEIGHT	REFRIGERANT CHARGE	RECEIVER CAPACITY



_		/ELECTRICAL	CONNECTIONS.				_
	+					0	
					II		P
	B			(TOP VIEW)	II		
- Y -				(TOP	П		P
					II		Þ
	1	102]	—————————————————————————————————————]		0 0	
	6162]	CONNECTIONS.	SUCTION & LIQUID.	91\/ STOJ	Σ ΣΙ [14Σ] Σ ΣΙΙ	N -	







Quote

02/02/2024

Project:

Andrew Jackson HS Metro

From:

Swanson-Girard & Assoc.

Chris Salerno

10420 Southern Loop Blvd.

Pineville, NC 28134

(704)521-8811

Job Reference Number: 35799

The following discounts have been applied to this quotation. No additional discounts can be taken off the net price shown.

To ensure all discounts are applied correctly when ordering please send ALL ORDERS to Swanson-Girard. Email: orders@swanson-girard.com or Fax: 704-521-8801

For Tracking information please either reach out to SGA office or Autoquotes Order Status.

Item Qty	Description	List	List Total
1A 8 ea	WIRE SHELVING	\$141.50	\$1,132.00
	Metro Model No. 2136NK3		
	Quick Ship - Super Erecta® Shelf, wire, 36"W x 21"D, Metroseal™ Green epoxy	/-	
Comment of the second	coated corrosion-resistant finish with Microban® antimicrobial protection,		
	plastic split sleeves are included in each carton, NSF		
8 ea	74PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable	\$51.50	\$412.00
	leveling bolt, posts are grooved at 1" increments & numbered at 2" incremen	ts,	
	double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistan	t	
	finish with Microban® antimicrobial protection		
		ITEM TOTAL:	\$1,544.00
1B 12 ea	WIRE SHELVING	\$167.50	\$2,010.00
	Metro Model No. 2142NK3		
	Quick Ship - Super Erecta® Shelf, wire, 42"W x 21"D, Metroseal™ Green epox	y-	
Commence of the state of the	coated corrosion-resistant finish with Microban® antimicrobial protection,		
	plastic split sleeves are included in each carton, NSF		
12 ea	74PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable	\$51.50	\$618.00
	leveling bolt, posts are grooved at 1" increments & numbered at 2" incremen	nts,	
	double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistar	nt	
	finish with Microban® antimicrobial protection		
		ITEM TOTAL:	\$2,628.00

Item	Qty	Description	List	List Total
1C	16 ea	WIRE SHELVING Metro Model No. 2160NK3 Quick Ship - Super Erecta® Shelf, wire, 60"W x 21"D, Metroseal™ Green epox coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	\$196.00 'Y-	\$3,136.00
	16 ea	74PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increment double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection		\$824.00
			ITEM TOTAL:	\$3,960.00
1D	3 ea	WIRE SHELVING Metro Model No. 2448NK3 Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epox coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	\$184.00	\$552.00
	4 ea	54PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 54-7/16"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increment double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistar finish with Microban® antimicrobial protection note: 3 TIER SHELF TO GO UNDERNEATH THE EVAPORATOR - 54" POSTS		\$166.00
			ITEM TOTAL:	\$718.00
1E	3 ea	WIRE SHELVING Metro Model No. 2460NK3 Quick Ship - Super Erecta® Shelf, wire, 60"W x 24"D, Metroseal™ Green epox coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	\$218.00 'Y-	\$654.00
	4 ea	54PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 54-7/16"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increment double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection note: 3 TIER SHELF TO GO UNDERNEATH THE EVAPORATOR - 54" POSTS		\$166.00
			ITEM TOTAL:	\$820.00
		Total		\$9,670.00

Prices Good Until: 03/03/2024

This quotation is based on our understanding of the information provided to us. While we make every effort to ensure that the quote is correct, IT IS ULTIMATELY THE CUSTOMER'S RESPONSBILITY TO CHECK THE QUOTE FOR ERRORS. We are not responsible for this quotation meeting your requirements based on incorrect information. Please check our quotation carefully. Anything not listed will not be furnished. All items are quoted as each unless otherwise shown.

Acceptance:	Date:
Printed Name:	
Project Grand Total: \$9,670.00	



Lancaster County

Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Quote No: 24263-001-R02-LC

Item No:

Job Name: Southside - Lancaster County

Date: 11/30/2023 *PVD*: 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

Attn:

Last Update:

Revisor:

To:

Box Shape

Indoor Structure

11/30/2023

Laura Craig

NSF APPROVED



Bally Prefabricated Exterior Dimensions: 7'-9"(1) x 5'-10"(w) x 8'-6"(h)

1 Compartments 1 Tiers With Floor 4" Floor

Ceiling: Single Span

Panel Thickness:

4 in. Exterior Vertical Used (7'-10") with 4 in. Floor, 4 in. Ceiling

Details on Following Page(s)

NOTE: Freight shown is an estimate based on current published rates. A fuel surcharge will be added and changes continuously.

Refrigeration Price:

\$14,210.43

\$6,843.32

Rejngeration True. \$0,043.32

Total Price (FOB Plant) (Less Refrig. Warranties): \$21,053.75 Net

Estimated Freight: \$560.95

Optional Warranties: (not included in Total Price)

(1) 00 1/2 HP System (5 yr. Parts, 1 yr. Labor) \$231.00 **Net**

Payment terms and conditions are available upon request.

This quotation was based on information supplied to us which may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations, and any improper information supplied to us.

Signature:	
	Laura Craig
Date:	

We are not responsible for the selection or recommendation of the panel finish for any building or walk-in application.

NOTE: Quoting Bally standard specifications, sizes, and finishes.

This quotation is good through 1/14/2024

Act of 2007 (Public Law 110-140) Title III; Section 312, regarding Walk-In Coolers and Walk-In Freezers.

Version 2.8.25



Lancaster County

Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Quote No: 24263-001-R02-LC

Item No:

Job Name: Southside - Lancaster County

Date: 11/30/2023 *PVD*: 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

Attn:

Last Update:

Revisor:

To:

Indoor Structure

NSF APPROVED

Bally Prefabricated Exterior Dimensions:

11/30/2023

Laura Craig

7'-9"(1) x 5'-10"(w) x 8'-6"(h)

1 Compartments 1 Tiers With Floor 4" Floor

Ceiling: Single Span

Panel Thickness:

4 in. Exterior Vertical Used (7'-10") with 4 in. Floor, 4 in. Ceiling

Details and specifications for Quote No: 24263-001-R02-LQ

Comments:

Base Finish

Vertical and Ceiling Panels: Embossed Galvalume (26 GA)

Special Finishes:

Interior Floor - Aluminum Treadplate .125" Thick

Doors/Openings:

Wall 2 Door 1 (1) 30" x 78" Hinged Door In a 46"

Wall 2 Door 1 (1) Conduit to Top of Panel (Not including Plug)

Wall 2 Door 1 (1) Int.Stainless Steel Ramp (30" Door)
Wall 2 Door 1 (1) Super Door 36" Wide and Under, 30" High

Accessories and Extras:

(1) 48" LED KEIL 48x754-CL-N Light

- 40° F to 100° F(Range)

Floor Options:

(48) S/F 1/2" Plywood Foamed in Panel

Refrigeration:

(1) BEHA-006-M8-HS2D 208-230/1/60 R448A & R404A - 6200 BTU/h

(1) BLP107-MA-S1D 115/1/60 1 Fan 7000 BTU/h

(1) Refrigeration is calculated for standard use at a box temperature of

35° F. with a condensing unit ambient of 105° F.

(1) The refrigeration is calculated for a line run of less than 50'

(1) Time Clock 8145 (shipped loose) 115/1/60

Estimated Shipping:

Weight: 1,876.10

Destination: Lancaster, SC, 29720

Version 2.8.25 Page 2 of 4



Bally Refrigerated Boxes, Inc. Morehead City, NC 28557 (800) 242-2559

Quote No: 24263-001-R02-LC

Item No:

Job Name: Southside - Lancaster County

Date: 11/30/2023 *PVD*: 11/2/2023

From: Laura Craig

Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

Last Update: 11/30/2023Revisor: Laura CraigTo: Lancaster County

Attn:

Deviations (Alternates, Remarks, Clarifications, Etc.):

Quoting Bally Standard Pre-assembled Remote Refrigeration.

Bally Floor Panels are capable of supporting up to 700 lbs. Per Sq/Ft evenly distributed stationary loading. Bally does not recommend the use of heavy carts, pallet jacks or forklifts on top of the floors. Warranty for floors subjected to this type of use would not be covered by Bally.

Exclusions (Items Not Supplied by Bally):

V	Shelving, Racks, Interior Accessories	\checkmark	Caulking and Sealants
	Labor on Warranties		Refrigeration Systems
V	Alarm Systems	\checkmark	Refrigeration Accessories
V	Supervision	\checkmark	Closure Panel and Trim
V	Tubing, Wiring for Rfg. Equipment	\checkmark	Sleeves, Penetrations, Escutcheon Plates
V	Compressor Rack	☑	Floor Insulation and Vapor Barrier

Cancelled Orders: Cancelled unshipped standard walk-ins will be charged a 30% restocking fee plus the cost of special panels. Cancelled refrigeration systems will be charged a 30% restocking fee and the cost of any freight accrued. Buy-out items will be charged a 25% restocking fee plus any freight accrued.

Agency Ratings: Bally units comply or surpass applicable Flame Spread-25, UL, UL 723, & NSF standards in a manner conforming to ASTM E-84, and Factory Mutual standards.

Quotation Limitations: This quotation was based upon the specifications given to Bally which may possibly be incomplete. Bally is not responsible for items missing from the quotation due to incomplete or excluded items in the specifications received from the customer. The customer is responsible for reviewing the quotation for omissions or deviations from the specifications given to Bally. All portions of the quotation are subject to revision upon receipt of detailed specifications or if changes are made following the delivery of the original quotation. Quotations expire on the date indicated on Page1 of the Quote. Approval drawings must be returned within 60 days of receipt of the purchase order. The order must ship within the agreed upon time frames or current lead times, but no later than 7 months. Any deviations to this quotation (dimensions or specification changes) will require updated pricing.

Panel Construction: Bally Panels are manufactured with environmentally friendly HFC 245-FA polyurethane foam. This polyurethane foam offers the highest thermal insulation value and the most energy efficiency per cubic inch in comparison to similar foams. It has a zero Ozone Depletion Potential (ODP) and a low Global Warming Potential (GWP). It is not considered a Volatile Organic Compound (VOC) in the US. Standard 4" Bally panels meet the 2009 Federal Energy Standards.

Refrigerants: Unless otherwise specified, refrigeration systems are quoted with environmentally friendly HFO R448A refrigerant. It has a Low Global Warming Potential (GWP) and the EPA lists it as an acceptable substitute for R404A and other high GWP refrigerants.

Automatic Door Closers: Bally includes automatic door closers and spring loaded hinges on all doors 42" wide and smaller as a standard feature with no additional charge that meet the 2009 Federal Energy Standards.

Motors: Bally units are quoted with EC and PSC motors in compliance with federal energy standards, for increased energy savings.

Lighting: Bally units are quoted with lighting in compliance with federal Energy Standards for increased energy savings.

Optional Features: Bally offers additional optional energy-saving features such as Walk-In Alarm & Light Management systems that comply or surpass the 2009 Federal energy regulations.

Version 2.8.25 Page 3 of 4



Lancaster County

11/30/2023

Laura Craig

Bally Refrigerated Boxes, Inc. Morehead City. NC 28557 (80) Morehead City, NC 28557 (800) 242-2559

Quote No: 24263-001-R02-LC

Item No:

Southside - Lancaster County Job Name:

11/30/2023 Date: PVD: 11/2/2023

From: Laura Craig

> Swanson-Girard & Associates 10420 Southern Loop Blvd

Pineville, NC 28134

Phone: Fax: (704)521-8801

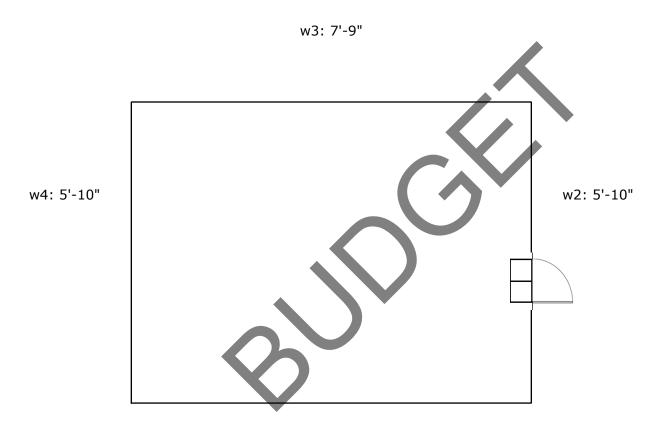
Attn:

Last Update:

Revisor:

To:

This drawing is for reference purposes only and it not intended to be a formal scale model.



w1: 7'-9"

DOOR 1: Wall2 30" x 78" Hinged Door In a 46" Centered Hinge:Left Orientaion:Regular

Version 2.8.25 Page 4 of 4

Southside Cooler LOAD CALCULATION





				COOLIN	IG REQU	UIREME	NTS							
Application	Genera	l Walk-in Co	oler			Locati	ion	Indoor						
Internal Temp			nternal RH	84%		ternal Temp		°F		ernal RH		55%		
Wall Load			Infiltration	1,309 BTUH		Products		241 E		Misce	ellaneous	į.	356 BTUH	
	2	5%		52%)			10	%				14%	
			WA	LL, FLOO	R AND	CEILIN	G LO	ADS						
Section		Construct	ion	Thickness (in)	K Fact	tor R V	alue	Ext Temp (°F)	Dim 1 (ft)		im 2 (ft)	Area (ft²)		
Rear		thane, Standa		4.000	0.14	1 28	.57	85.0	7.50	8	3.50	64	112	
Right End	Ure	thane, Standa	rd panels	4.000	0.14	1 28	.57	85.0	5.90	8	3.50	31	54	
		Door				15	.00	85.0	3.00	6	5.50	20	65	
Front	Ure	thane, Standa	rd panels	4.000	0.14	1 28	.57	85.0	7.50	8	3.50	64	112	
Left End		thane, Standa	4.000	0.14	1 28	.57	85.0	5.90	8	3.50	50	88		
Floor	Insulated	d Floor - Panel On Grade	s On Concrete	10.000	0.31	1 32	.32		7.50	5	5.90	44	117	
Ceiling	Ure	thane, Standa	rd panels	4.000	0.14	1 28	.57	85.0	7.50	5	5.90	44	77	
		V	OLUME (ft³)	376			тот	AL WALL	FLOOR A	AND	CEILING	G LOF	AD 623	
		INF	ILTRATION	LOAD : E	STIMAT	TED BY	VOLU	JME AND	USAGE					
Box Usage	Int	ernal Temp (°F)	Internal (%)	Rh Ex	xternal (°F)		Ex	ternal Rh (%)	1	ntilat CFM			Load BTUH)	
Heavy		35	84		85			55					1,309	
				PR	ODUCT	LOADS								
	***************************************	Туре			Weigl (lb)		nter 1 (°F		nal Temp (°F)	P	ull Dowi (hrs)	n	Load (BTUH)	
Gene	eral, Mixed	Products, Ap	proximation			45.		35.0		24		241		
TC	TAL PRO	DUCT WEIG	iHT (lbs)		752	2			TOTAL P	ROD	UCT LO	١D	241	
				MISCE	LLANEO	US LOA	DS							
Quantity			Description				Pow	/er	Units	R	un Time (hrs)	3	Load (BTUH)	
			LIGHTING				1		W/ft²			\top	151	
1		EVA	PORATOR MOT	ORS		60)	W				205		
											CELLANEOUS LOAD			
				SYSTEM	DESIG	N SUMM	IARY							
Design Load (BTUH)	Safety Factor	Safety Load (BTUH)	Run Time (Hours)	Capaci Requir (BTUH	ity ed Re	efrigera		Line Frequenc (Hz)	Design (°F)	3 5500000	Line Lo	oss	Condense Ambient (°F)	
2,530	10%	2,782	16	4,174	1	R448A		60	10.1		0.5		105	
			SY	STEM EQ	QUIPME	NT SELI	ECTIO	ON						
Equipment 1	уре	Quantity	Model Nu	mber				cription			Voltage	e	Rating (BTUH)	
Condensing l		1	BEHA006M8		EH-			Condensin		2	208-230/1		5,363	
Evaporato		1	BLP107MA	N-S1D		Lov	v Profi	le Evapora	tor		115/1/6	0	7,106	
				SYS	STEM BA	ALANCE								
Fan Lo	ad (BTUH)	Suction Te	emp (°F)		Eva	apora	tor TD (°F)	Sys	stem Ca	acity	(BTUH)	
			26.				8				System Capacity (BTUH) 5,610			

NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP. 159 ROY BLVD, PO BOX 2020

BEHA006M8-HS2D

EH-LINE HERMETIC

	ANADA N3T 5Y6				CONDENSING UNITS-AIR								
PURCHA	ASER:				SUBMITTED BY : Laura Craig								
PRO	JECT : Souths	ide Lancas	ter SC			DAT	E : 30	Nov 202	3				
ORD	ER # : 06906.	35628.004	69-A00										
QUO	TE # : Q29KV	LCA-A	ID # :										
PURCHASER'S			TAGGING :										
			MOI	DEL FE	ATURES								
1 Small B (Good@	fan motor with tection tesistant housing tanized steel te plug and liqu tesistant tesi	• A cor • U cha cor circ did	 Suction Service valve Adjustable flooded head pressure control (unless otherwise indicated) Units are shipped with Helium holding charge Weatherproof electrical control box with compressor contactor and fused control circuit MODEL OPTIONS (* = Shipped Loose DISCONNECT SWITCH Continued Non-Fused Adjustable low pressure controfflex hose / fixed high pressure controffle									ol ıbe	
VOLTAGE	SYS	TEM REFRIC	GERANT		RATING	9	SUCTI	ON TEMP	AMBIENT	TEMP	CAP	ACITY	
208-230/1/60		R448A			0.6Нр			.5 °F	105			втин	
FANS			CO	MPRESS					CIRCUIT	TOTAL			
QTY POWER	FLA/FAN	Т	YPE	QTY	RLA	LF	RA	AMPS	WATTS	MCA		MOP#	
1 100W	1		C2E-CFV	1	4.4		0	5.4		6.5		15	
	3/8 in	SOUND	-	· I	REC CAPAC			5 lb	T			OVALS	
	5/8 in	WEIGHT	149 II	b	REF CHARG			3 lb					
NOTES: † MCA Minimum (MCA & MOP are for	Circuit Ampacit	y, ‡ MOP N	laximum Ov	ercurre	nt Protection				taplate.		c Ų) us		
APPROVED BY : Approval of this of	drawing signific	s that the e	quinment is	accenta	hle under the	e prov	/ision		DATE :	ine Ani	/ chan	I	
	n by any perso											ge	



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BEHA006M8-HS2D

EH-LINE HERMETIC CONDENSING UNITS-AIR

PURCHASER: SUBMITTED BY: Laura Craig

PROJECT: Southside Lancaster SC DATE: 30 Nov 2023

ORDER #: 06906.35628.00469-A00 ITEM #: 1

QUOTE #: Q29KVLCA-A ID #:

PURCHASER'S PO #: TAGGING:

SELECTED OPTION DESCRIPTIONS

Liquid Line Filter + Sight Glass - Sealed

Sporlan C Series with ODF solder connections and Sporlan SA moisture indicator factory installed in liquid line.

Option Packages - Small B (Good@Warm/Moderate)

LLFD+SG

Time Clock - 115V Paragon 8145 Style

115V Defrost timer is time initiated, temperature or pressure terminated with a timed failsafe. Timer is shipped loose in a box for field installation.

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office. NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and

BEHA006M8-HS2D Order Item No: 1

CONDENSING UNITS-AIR **EH-LINE HERMETIC**

DATE: 30 Nov 2023

PURCHASER:

PROJECT : Southside Lancaster SC SUBMITTED BY: Laura Craig

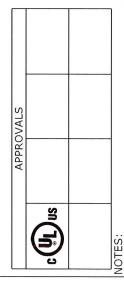
less	
unit	
standard	
for	
are for s	:
shown:	
Dimensions	
Dir	

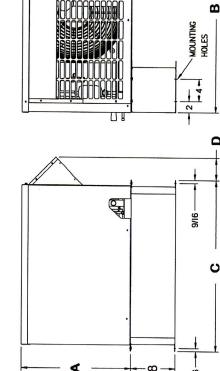
ns.	IONS	19 3/8 in	24 7/8 in	30 3/8 in	4 in			0 in	
options.	DIMENSIONS	DIMENSION A	DIMENSION B	DIMENSION C	DIMENSION D	DIMENSION E	DIMENSION F	DIMENSION G	DIMENSION H

DISCHARGE HOOD OPTIONAL AIR

AND LEGS

	3/8 in	5/8 in									149 lb	3 lb	5 lb
CONNECTIONS	LIQUID	SUCTION	DRAIN	WATER	DISCHARGE	PAN LOOP	HOT GAS SIDE PORT	HOT GAS INLET	HOT GAS OUTLET	OTHER	SHIPPING WEIGHT	REFRIGERANT CHARGE	RECEIVER CAPACITY





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OF 4 PAGE

NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP. 159 ROY BLVD, PO BOX 2020

BLP107MA-S1D

BRANTFORD, ON CANADA N3T 5Y6								EVAPORATOR								
	PI	JRCHAS						SUBMITTED BY: Laura Craig								
			CT : South	side La	ncasi	er SC		DATE : 30 Nov 2023								
			R # : 0690					ITEM # : 3								
			# : Q29K					ID#:								
PUI	RCHAS	ER'S PO						TAC	GGING							
						MOI	DEL FE	ATURES								
refrigerar • Factory harness • Heavy (cabinet content of the conte	textured tex	d aluminum sists compartmently EVAP EEV + Solvity, T-stat cy w/Sporiancy w/Sporiancy w/Sporiancy w/Sporiancy w/Sporiancy EEECTRO	in connection ont access to der compart chrader contractive and vethylene fait tra efficient inmutated Mc DEL OPTIO EXPANSION Sporlan EE EEV for Sn EVAPORAT Tamper Prexport Croat E-Coat FIN MATER Gold Coat Copper Fin Insulated I KE2 THERN *CAT5e Sh w/connect Temp Sens Controller Ethernet A *Remote O*Liquid / S	pan witin (3/4" to spaci timents timents timents to spaci timents timen	h central university drain) ous electrical on suction here high density is nically CM) = Shipped I /E OH nnect Switc ISON PACK/ Tews Pan Cable - 50ft Shipped Loo Kit Display Heat Excha	and eader y Loose h AGE	ar	High efficient alumin 6 FPI AWEF = 9 Unit Coole th 404A/R50 LIQUIL Sporta Dual Volume Wired Nitroge ROOM Mecha *John Johns Wire Fare REMOT *230\ *115\ INSTAI Minim drain P-trap box USED V SUBCO Circuit temper	or is DOE/Ni DIRESOL OLINE SOL OLINE	RCAN consideration of the cons	per tu pmplia pmplia portor VALV BOV Fi ealed L control outsid L uid - n	nt R407 /E field TS n all e of				
	LTAGE		SY	STEM RE		ERANI		AIR FLOW			P. TEMP	BOX TE			CITY	
115	/1/60			R4	48A		154755	680 CFM		2	7 °F	35 °		5610	втин	
OT/		FANS					HEATER				AMDC	CIRCUIT		+ •	40D+	
QTY 1	POV 0.0 3		FLA/FAN 1	-	1	YPE	QTY	AMPS			AMPS 1	WATTS	MCA 1.3	<u>' </u>	10P‡ 15	
DISTRIBU				SOUN	D		1	REC CAPAC	ITV T			60		A DDD	DVALS	
SUCTION			8 in	WEIGH		48 lb		REF CHARG			1 lb			AFPRO	JVALS	
NOTES:		•						ent Protection			110			c (V) us	NSF .	
APPROV			awina sianif	ies that	the o	quinment is	accenta	able under the	nrow	vicion	of the ich	DATE:	one An	, chan	00	
Appr								ible under the							ge	



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BLP107MA-S1D

LOW PROFILE EVAPORATOR

PURCHASER: SUBMITTED BY: Laura Craig

PROJECT: Southside Lancaster SC DATE: 30 Nov 2023

ORDER #: 06906.35628.00469-A00 ITEM #: 3

QUOTE #: Q29KVLCA-A ID #:

PURCHASER'S PO #: TAGGING:

SELECTED OPTION DESCRIPTIONS

Expansion Valve - Sporlan TXV

May be Type EBQ, S, SBF, O externally equalized thermostatic expansion valve. Valves are selected using the specified capacity and operating conditions of the refrigeration system as specified on the accompanying Certified Prints.

<u>Installation Requirements - Minimum slope of 1" per</u> <u>foot on all drain lines</u>

Bally recommends a minimum slope of 1" per foot on all drain lines.

<u>Installation Requirements - P-trap per evap required</u> <u>outside of box</u>

All evaporators must be trapped individually outside of the box to prevent vapor migration back to coil surface.

Liquid Line Solenoid Valve - Sporlan

Sporlan solenoid coil voltage matches evaporator voltage except when evaporator is 460V, then 230V solenoid coil is used. Exceptions must be clearly explained in the Notes of the option.

Pre-assembled Evap - Sporlan TXV, LLSV,T-stat

Option Package consists of factory installed Sporlan balance port TXV, Sporlan liquid line solenoid valve and Johnson Controls A19 Room thermostat.

Room Thermostats - Mechanical

Single stage temperature control with Single-Pole,
Double-Throw (SPDT) mechanical switch. May be Johnson A19
or equal, Operating range of -30°F to +100°F. Adjustable
differential of 3°F to 12°F. Factory installed and wired.

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



159 ROY BLVD, PO BOX 2020 BRANTFORD, ON CANADA N3T 5Y6

BLP107MA-S1D

Order Item No: 3

DATE: 30 Nov 2023 EVAPORATOR LOW PROFILE

PURCHASER:

PROJECT: Southside Lancaster SC

SUBMITTED BY: Laura Craig

subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and

Dimensions shown are for standard unit less

options.

DIMENSIONS

DIMENSION A DIMENSION B

30 1/4 in 1/4 in

o in

DIMENSION G

DIMENSION H

DIMENSION F

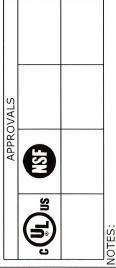
DIMENSION E

DIMENSION D

DIMENSION C

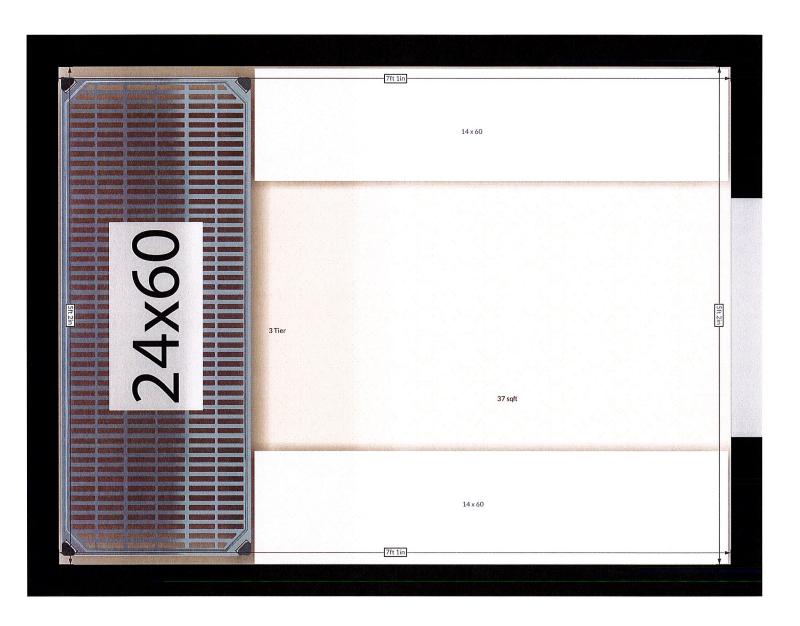
3/4 MPT / 3/4 FLARE DRAIN CONNECTION MOUNTING BRACKETS .438 SLOTS IN AIR THROW APPROX 35' 3 H B 15 7/8 [403] 3/8¹ [35]

	3/8 in	5/8 in	3/4 in								48 lb	1 lb	
CONNECTIONS	DISTRIBUTOR	SUCTION	DRAIN	WATER	DISCHARGE	PAN LOOP	HOT GAS SIDE PORT	HOT GAS INLET	HOT GAS OUTLET	OTHER	SHIPPING WEIGHT	REFRIGERANT CHARGE	RECEIVER CAPACITY



CONNECTIONS. FLECTRICAL $\begin{bmatrix} 3/8 \\ 162 \end{bmatrix}$ 0 (TOP VIEW) $_{\Omega}$ \triangleleft 0 102 613/8 [162] 7 7 /16 [142] | STOJS DTM SUCTION & LIQUID. REFRIGERATION CONNECTIONS.







Quote

02/02/2024

Project:

From:

Soutside Metro Lancaster County

Job Reference Number: 35798

The following discounts have been applied to this quotation. No additional discounts can be taken off the net price shown.

To ensure all discounts are applied correctly when ordering please send ALL ORDERS to Swanson-Girard. Email: orders@swanson-girard.com or Fax: 704-521-8801

For Tracking information please either reach out to SGA office or Autoquotes Order Status.

Item	Qty	Description	List	List Total
1A	3 ea	WIRE SHELVING	\$218.00	\$654.00
		Metro Model No. 2460NK3		
		Quick Ship - Super Erecta® Shelf, wire, 60"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with		
E		Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF		
	4 ea	54PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 54-7/16"H, adjustable leveling bolt, posts are grooved at 1" incremen numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	its & \$41.50	\$166.00
		note: 3 TIER SHELF TO GO UNDERNEATH THE EVAPORATOR - 54" POSTS		
			ITEM TOTAL:	\$820.00
1B	8 ea	WIRE SHELVING	\$144.50	\$1,156.00
		Metro Model No. 1460NK3		
		Quick Ship - Super Erecta® Shelf, wire, 60"W x 14"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with		
(EEEE)	- T. S.	Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF		
	8 ea	a 74PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection		\$412.00
			ITEM TOTAL:	\$1,568.00
		Tota		\$2,388.00

Prices Good Until: 03/03/2024

This quotation is based on our understanding of the information provided to us. While we make every effort to ensure that the quote is correct, IT IS ULTIMATELY THE CUSTOMER'S RESPONSBILITY TO CHECK THE QUOTE FOR ERRORS. We are not responsible for this quotation meeting your requirements based on incorrect information. Please check our quotation carefully. Anything not listed will not be furnished. All items are quoted as each unless otherwise shown.

Acceptance:	Date:
Printed Name:	
Project Grand Total: \$2,388.00	_