

<b>Williamsburg County School District</b>	<b>Invitation for Bid</b>	Solicitation Number: Date Issued: Procurement: Food Service Director: Phone: E-Mail Address:	WCSD201920-13 June 18, 2020 Michael R. Barrineau Nicole G. Giles 843-355-5571 Ext 6201 ngiles@wcsd.k12.sc.us
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DESCRIPTION: **Kitchen Equipment Preventive Maintenance and Repairs.**

The Term "Offer" Means Your "Bid" or "Proposal". All offers must be submitted in a sealed package. **Envelope should be plainly marked "Kitchen Equipment Preventative Maintenance & Repairs" with Date and Time of Opening.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: Nicole G. Giles Williamsburg County School District 500 N. Academy Street, Building A Kingstree, SC 29556	PHYSICAL ADDRESS: Nicole G. Giles Williamsburg County School District 500 N. Academy Street, Building A Kingstree, SC 29556
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TYPE OF CONTRACT:

BIDS MUST BE RECEIVED NO LATER THAN 10:00 am on July 16, 2020

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original & One (1) copy**

CONTRACT PERIOD: EFFECTIVE August 1, 2020 – July 31, 2021

CONFERENCE TYPE: <b>Walk-Thru</b> DATE & TIME: June 30, 2020 at 10am	LOCATION: WM Anderson Primary School 500 Lexington Ave, Kingstree, SC 29556
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AWARD & AMENDMENTS	Intent to award will be posted no later than July 23, 2020. The award, this solicitation and any amendments may be posted at the following web address: <a href="https://vrapp.vendorregistry.com/Bids/Manager/BidsList?MenuItem=Solicitations">https://vrapp.vendorregistry.com/Bids/Manager/BidsList?MenuItem=Solicitations</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.	
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO.  (See "Taxpayer Identification Number" provision)	
TITLE  (business title of person signing above)		
PRINTED NAME  (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)  
 Sole Proprietorship       Partnership       Other \_\_\_\_\_  
 Corporate entity (not tax-exempt)       Corporation (tax-exempt)       Government entity (federal, state, or local)

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>    	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>   <hr/> <p style="text-align: center;">____ Area Code - Number - Extension                      Facsimile</p> <hr/> <p style="text-align: center;">____ E-mail Address</p>
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<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>    <p>____ Payment Address same as Home Office Address          ____ Payment Address same as Notice Address    <b>(check only one)</b></p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>    <p>____ Order Address same as Home Office Address          ____ Order Address same as Notice Address    <b>(check only one)</b></p>
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**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

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

<p><b>DISCOUNT FOR PROMPT PAYMENT</b>                  (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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**SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS**

**1. INSTRUCTIONS TO BIDDERS:**

A. Bids shall be publicly opened at **10:00 AM on July 16, 2020**. Bid openings shall be conducted in the Food Service Department which is located at 500 N Academy Street, Kingstree, SC 29556. Sealed bids shall include **Pages 1-2, 16, and 20-25** and must be enclosed in an envelope, and the “bid name and number” shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Food Service Director, Nicole Giles, Williamsburg County School District, 500 N Academy Street, Kingstree, SC 29556. Hand carried bids shall be delivered to the same address.

B. Bids shall be submitted NO LATER THAN 10:00 AM in the place and manner as described in paragraph 1A above. Bids received after 10:00 AM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened.

C. The District shall not accept responsibility for unidentified bids.

D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Food Service Director.

E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.

F. The District shall not accept oral, emailed, or FAXED bids.

G. The Term “Offer” Means Your “Bid” or “Proposal” or “Quotation”  
The Term “Offeror” Means “Vendor” or “Contractor” or “Bidder”

2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 8%.

3. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

4. **BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

5. **ACKNOWLEDGEMENT OF ADDENDUM(S):**

A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.

B) It is the bidder’s responsibility to determine whether they have received any or all addendum(s).

6. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.
7. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**
  - A. All communication concerning this IFB must be in writing to the Food Service Director. Email is the preferred method of communication.
  - B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
  - C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Purchasing Director. Violation of this provision may result in rejection of the vendor's response.
  - D. It is the vendor's responsibility to check the District's website bid page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.
8. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.
9. **STATEMENT OF COMPLIANCE AND ASSURANCE:**
  - A. Bidders, to be eligible for consideration, shall be required to certify in writing that the firm or agency represented complies with all applicable Federal and State laws and regulations.
  - B. Statement of Assurances and Compliance is provided to vendors in Section D.
10. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Executive Director of Operations & Facilities.
11. **SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.
12. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
13. **BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

**14. TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.

**Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

**Termination for Cause.** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply

**15. EXAMINATION OF RECORDS:**

A. The Superintendent of Williamsburg County School District, or his/her duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

B. The contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Williamsburg School District, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

**16. COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

**17. SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

**19. RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Finance. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Finance. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

**20. PROPRIETARY INFORMATION:** Contractors shall visibly mark as "CONFIDENTIAL" each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

**21. AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Finance shall award proposals in accordance with the District’s Procurement Code.

**22. STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

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

**24. SAMPLES:** Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted.

The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references of detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor’s expense.

**25. “OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District’s standards for acceptance.

- 26. PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
- 27. INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
- 28. GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
- 29. SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

- 30. PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
  - Contract number or other authorization for delivery of service or property
  - Complete description
  - Price and quantity of property or service actually delivered or executed
  - Shipping and payment terms
  - Labor Costs separate from material costs
  - Name where applicable
  - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
  - All invoices shall be submitted via email to [ngiles@wcsd.k12.sc.us](mailto:ngiles@wcsd.k12.sc.us) with the Company name and purchase order# referenced in the subject line
- 31. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- 32. DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, WILLIAMSBURG COUNTY SCHOOL DISTRICT reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such



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charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.

- 33. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
- 34. POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the WCSD website and Vendor Registry.
- 35. NON-APPROPRIATIONS:** Any contract entered into by Williamsburg County School District resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
- 36. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.
- 37. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.
- 38. UNIT PRICES:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.
- 39. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Food Service Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 40. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Executive Director of Operations & Facilities.
- 41. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, 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

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statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

**42. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Williamsburg County School District, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**43. INSURANCE REQUIREMENTS:** Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker’s Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

A. WORKERS’ COMPENSATION

Statutory limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$ 5,000	Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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**44. WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District’s representative.

45. **LIABILITY**- The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

**Subcontracting**

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

**Laws**

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

46. **SAFETY, DAMAGE OR THEFT:**

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

47. **SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Williamsburg County School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

48. **UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

49. Use of tobacco products, alcohol, and profanity are prohibited on school property.

50. This solicitation document and any addendum(s) will constitute the contract when awarded.

## **SECTION B: INTRODUCTION**

### **INTRODUCTION:**

Williamsburg County School District is soliciting bids for Kitchen Equipment Preventative Maintenance and Repairs. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2, 17, and 20-25** of this IFB shall be submitted with your bid response.

At 10:00 a.m. on July 13, 2020 the Food Service Director or her designee will open all bids received. Questions pertaining to the terms and specifications should be directed to [NGILES@WCSD.K12.SC.US](mailto:NGILES@WCSD.K12.SC.US). The bid number must be referenced in the subject line. The last day for questions is July 3, 2020 at 12:00PM.

### **PURPOSE:**

Williamsburg County School District, hereafter referred to as “District”, intends to award a contract to commercial kitchen equipment repair company, hereafter referred to as “Contractor”. This contract shall be for one year, beginning August 1, 2020. The contract may be renewed, under the same terms and condition, for four (4) additional one year periods. The total term of this contract shall not exceed beyond July 31, 2025.

All labor rates will remain firm the first year of the contract. Contractor may increase rates for future renewal periods provided that the notice of price increases are received in writing by the District at least sixty (60) days prior to expiration of each contract period. If the letter is not received sixty (60) days prior to expiration, the rates for the renewal period shall be the same as the rates for the previous contract period. Notice of rate increases must be sent to the Finance Department located at 500 N Academy Street, Kingstree, SC 29556 or emailed to [wfulton@wcsd.k12.sc.us](mailto:wfulton@wcsd.k12.sc.us).

For each renewal period the rate increases and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

### **AWARD CRITERIA:**

Award Criteria – Award will be made by to the lowest, responsive and responsible offeror.

## **SECTION C: SCOPE OF WORK**

### **W. M. Anderson Primary School**

500 Lexington Avenue  
Kingstree, SC 29556

### **C. E. Murray High School**

222 C. E. Murray Boulevard  
Greeleyville, SC 29056

### **Kingstree Sr. High East**

615 Martin Luther King Avenue  
Kingstree, SC 29556

### **Kingstree Middle Magnet School**

710 Third Avenue  
Kingstree, SC 29556

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**Greeleyville Elem. School**

7 Varner Avenue  
Greeleyville, SC 29056

**Hemingway Elem. School**

160 Baxley Road  
Hemingway, SC 29554

**Hemingway High School**

402 South Main Street  
Hemingway, SC 29554

**Kingstree Sr. High West**

615 Martin Luther King Avenue  
Kingstree, SC 29556

**Kenneth Gardner Elementary**

1503 Woodland Drive  
Kingstree, SC 29556

Contractor is required to provide all tools, equipment, labor, materials, and parts required to repair and/ or service kitchen equipment.

Work shall be performed Monday- Friday, 7:30AM to 4:30PM (regular hours). Overtime shall be considered after 4:30PM Monday- Friday, Saturday, and Sunday.

No work shall be performed without a purchase order from the District.

Personnel

All personnel of the successful company must wear uniforms that clearly displays their company logo. If the personnel report for work in a vehicle, that vehicle must have the Contractor name printed on the back and either side of the vehicle.

Response Times

Contractor's personnel must arrive at the site, with all necessary tools, materials and equipment required to commence work within twenty-four (24) hours from the time the District contacts the Contractor's representative. The Contractor must include in the bid the names, addresses, and telephone numbers of the persons who will be contacted for services.

Parts and Materials

All parts and materials supplied by the successful bidder under the contract resulting from this contract shall be new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM. All parts ordered during the performance of the contract shall remain in the possession of the District.

Technicians

The Contractor shall, in the performance of his work, follow all standard safety practices of the trades. He/she shall at all times comply with the requirements of the Occupational Safety and Health Act of 1970. Services delivered under this contract must be performed by a certified electrical and mechanical appliance technician.

- Technician to be fully trained in repair of equipment as listed in Appendix I, but not limited to those items.

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- Technicians shall report any property loss or damage to their supervisor immediately. The supervisor shall report damage, within 24 hours, to the designated District employee in writing specifying the location and extent of the damage. Failure to report such damage as required may be construed as a default of the contract.
- Technicians shall wear a badge, distinct uniform, T-shirt, or sweatshirt with company logo while on District premises.
- Technicians shall not disturb any papers, boxes, or other materials.
- Technicians shall not engage in idle or unnecessary conversation with District staff, or visitors.
- Technicians must be of good integrity and character.
- Technicians must be able to speak and understand English.
- Technicians must be free from all communicable diseases, and possess good hygiene.

All services shall be performed in a fully professional manner.

### Work Site Maintenance

Upon completion of work, Contractor shall remove from the site all tools, equipment, surplus and discarded materials, including debris, dirt, existing materials and rubbish accumulated as a result of the repair service. Waste material shall be disposed of in accordance with local and State regulations. The Contractor shall leave the site in a neat and presentable condition. District staff may inspect work area to ensure area is returned to a presentable manner.

### Reporting

Contractor shall furnish a malfunction incident report to the District representative upon completion of each service call. The report shall include, at a minimum, the following:

- Date and time notified
- Date and time of commencement of work
- Type and model number(s) of equipment
- Time expended for repair
- Description of repair necessity
- Lists of parts replaced

Contractor shall maintain a complete record of all service performed on each piece of equipment, including all parts replaced. This service record shall be kept at the installation site and shall be furnished for review if requested by the District. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of dated service and all parts used recorded.

### Warranty

All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty for the part enforced. During the warranty period, there shall be no additional charges to the District for labor or parts on the specific equipment repaired. All parts furnished shall be newly manufactured.

Repair and/or warranty responsibilities shall not include:

## BID WCSD201920-13 Kitchen Equipment Preventative Maintenance and Repairs

- Work external to the equipment
- Changes or alterations to the physical environment of the District's site
- Moving or reinstallation of equipment except when required by the contract provisions or as integral part of the repair
- Maintenance or repair of accessories or equipment not specifically covered under the contract without written requires and approval by District designee and the Purchasing Department prior to commencement of work
- Repair made necessary by misuse or negligence of the District, its employees, agents, contractors, or invitees.

### Parts

Parts shall be reimbursed by the District at the Contractor's actual purchase cost. Contractor must submit a copy of the original supplier's invoice with their invoice to the District. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, travel, etc. **must** be factored into the Contractors quoted labor rate. No additional charges will be paid by the District.

If the supplier of the part/item is NOT the manufacturer, then supplier can NOT mark-up part/item cost by a greater percentage than that bid by the contracted vendor.

Williamsburg County School District reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the District finds the pricing cost prohibitive.

Williamsburg County School District reserves the right, solely and in its best interests, to purchase the part/item in the open, competitive market.

### Inspection

At the completion of work, District staff will accompany the contractor to inspect the work. All defects found in the work shall be corrected before payment will be authorized.

## **SECTION D: QUALIFICATIONS AND EXPERIENCE**

Contractor shall have at least five (5) years of experience in repairing commercial appliances in a commercial organization. The Contractor must provide at least three (3) references (on Appendix II), with names and telephone numbers of persons in charge, who will be able to verify the vendor's experience in this field. The Reference Questionnaire, Appendix III, must be completed by your references and submitted back with your response. Williamsburg County School District can **NOT** be used as a reference.

Contractor must also complete the Conflict of Interest Form, Appendix IV, and submit it back with your response.

**SECTION E: BID FORM**

**(This page is to be submitted back with your response)**

Hourly Labor Rate for technicians	*\$
Monday-Friday (7:30AM to 4:30PM)	
This amount will be considered your bid.	

Hourly Labor Rate for technicians (OVERTIME)	\$
After 4:30PM Monday-Friday, Saturday, and Sunday	
*Williamsburg County School District reserves the right to negotiate these rates.	

\*Parts shall be reimbursed by the District at the Contractor’s actual purchase. Contractor must submit a copy of the original supplier’s invoice with their invoice to the District. No overhead, expenses, etc. shall apply to these parts costs. **Any overhead, expenses, travel, etc. must be factored into the Contractors quoted labor rate.** No additional charges will be paid by the District.

**THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK**



**ATTACHMENTS**

**SEALED BID – DO NOT OPEN**  
**Solicitation No: WCSD201920-13**  
**Kitchen Equipment Preventative Maintenance and Repairs**



**DELIVER TO: WILLIAMSBURG COUNTY SCHOOL DISTRICT**  
**FOOD SERVICE DEPARTMENT**  
**NICOLE GILES**  
**500 N ACADEMY STREET, BUILDING D**  
**KINGSTREE, SC 29556**

**SUBMITTED BY:**  
**NAME OF OFFEROR (FULL LEGAL NAME OF BUSINESS SUBMITTING THE OFFER)**



**APPENDICES**

Appendix I- Manufacture Listing

Appendix II- Reference Sheet

Appendix III- Reference Questionnaire

Appendix IV- Conflict of Interest

**APPENDIX I- MANUFACTURER LISTING**

American Panel	Garland	Red Hots
Baldor Reliance	Glenco-Star	Robo Coupe USA
Bally	Greenchek	Salvajor
Berkel	Groen	Scotsman
Beverage Air	Hatco	Seco
Blackeslee	Hatco Glo Ray	Shelley Steel
Blodgett-Mark V	Hobart	SouthBend
Bloomfield	Hoshizaki	Stero
Brown	Ice-O-Matic	Toastmaster
Bloomfield	Impulse	Traulsen
Bunn	Jackson	Turbo Air Cooler
Bus Boy	Kolpak	Turbo Chef Pizza Oven
Captiveaire	Konch	Unox
Carter Hoffman	Legion	Victory
Chandler	LTI	Vulcan
Champion	Manitowac	WA Brown Custom
Cleveland	Market Forge	Well Delfield
Cleveland Convothem	Master Disposers Inc	Winston
Colorpoint	McCall, Wittco & WTE	Wittco
ConvoTherm	Metro Flavorlock	TRUE
Creacor	Piper Products	
DelField	Pitco-Frialator	
Duke	Randell	
Eagle Corp	Rational	
Elliott-Williams	Rational - Senses	

**\*This list may not be all inclusive. The District reserves the right to add or delete manufacturers.**

**APPENDIX II: REFERENCE SHEET**

<b>REFERENCE #1</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
NUMBER OF YEARS WORK WAS PERFORMED:	

<b>REFERENCE #2</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
NUMBER OF YEARS WORK WAS PERFORMED:	

<b>REFERENCE #3</b>	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
NUMBER OF YEARS WORK WAS PERFORMED:	

**APPENDIX III- REFERENCE QUESTIONNAIRE**

Contractor Name: \_\_\_\_\_

Please answer the questions below in reference to the Contractor listed above. You are receiving this reference because the Contractor has provided preventative maintenance and equipment repair for your entity within the past five (5) years. Your response to the questions below will be most helpful in the selection process. **(Please print legibly)**

1. Did the Contractor provide preventative maintenance and equipment repair for your kitchen equipment/appliances?

\_\_\_\_\_

2. Did the Contractor provide these services for you in the past 5 years?

\_\_\_\_\_

3. Did you have a contract with this contractor? If so, what was the term on the contract, i.e. monthly, semi-annual, annual, multi-year, etc.?

\_\_\_\_\_

4. Were the repairs completed in a timely fashion?

\_\_\_\_\_

5. Was customer support/service readily available? Did you experience any issues when requesting service?

\_\_\_\_\_

\_\_\_\_\_

6. Did you experience a significant amount of downtime do to inoperable equipment? If so, explain the delay.

\_\_\_\_\_

\_\_\_\_\_

7. Did you experience any performance-related issues with the Contractor? If so, please explain in detail.

8. Now after having services performed by this Contractor are there any things that you wish you had known in advance before contracting with them?

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9. On a scale of 1 to 5, with 5 being the highest, how satisfied were you with the services provided? If rated less than 5, please state the reason.

1      2      3      4      5

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To be completed by the person completing this Reference Questionnaire

Reference Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**APPENDIX IV- CONFLICT OF INTEREST STATEMENT**

I, \_\_\_\_\_ (Offeror/Contractor), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Williamsburg County School District vendor database. It may further result in termination of any contractual relationship with Williamsburg County School District and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-contractor(s), nor does Offeror or Offeror's sub-contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-contractor(s) in order to solicit or secure an agreement with Williamsburg County School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.**

**Please check only one box below.**

**No known actual or potential Conflicts of Interest are subject to disclosure.**

**All identified actual or potential Conflicts of Interest and/or Unfair**

**Competitive advantage(s) are stated below and submitted for further review by Williamsburg County School District.**

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6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.



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7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Subscribed and sworn to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_