

	Request for Proposal:	23-008
	Date Issued:	February 8, 2024
	Procurement Coordinator:	Greg Twitty
	Phone:	(803) 534-5454 ext80126
	E-Mail Address:	greg.twitty@ocsdsc.org

DESCRIPTION: RFP CONCESSION FOOD TRUCK RFP 23-008

The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR QUOTE OFFER REFERENCING QUOTE NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT COORDINATOR'S NAME TO THE ADDRESS AT THE RIGHT:	MAILING AND PHYSICAL ADDRESS: Orangeburg County School District Attn: Procurement Coordinator Greg Twitty 102 Founders Court, Orangeburg SC 29118 (Include quote number)
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SUBMIT OFFER BY: March 11, 2024 @ 10:00 AM (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Copy marked original in blue ink and one (1) USB Flashdrive with proposal in a single download format.

QUESTIONS MUST BE RECEIVED BY: February 15, 2024 8:30am
ADDENDUM ISSUED: February 20, 2023 by 4:30pm (If Necessary) (See "Questions From Offerors" provision)

CONFERENCE TYPE: Site Visits Non-Mandatory DATE & TIME: na	LOCATIONS: Orangeburg County School District, Orangeburg SC 29118 (See list in SOW)
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INTENT TO AWARD & AWARD	Notice of Award and/or Intent to Award maybe posted on the district website www.ocsdsc.org March 14, 2024 by 4:30 pm
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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 one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		<p>OFFEROR'S TYPE OF ENTITY: (Check one)</p> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE: (Business title of person signing above)		
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED	

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

“Debarment and Suspension Certification - The contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180.”

I. GENERAL INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract be posted on the district's website www.ocsdsc.org on March 14, 2024 by 4:30 pm. **Copy of tabulation will be sent via email to all Offerors responding to Solicitation.**

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Orangeburg County School 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.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Coordinator in writing.

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

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.

(1) By submitting an offer, the offeror certifies that:

(A) 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.

(B) 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

(C) 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.

(2) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(A) 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

(B)(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.

(3) 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:

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

(D) 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.

(E) "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).

(2) Offeror shall provide immediate written notice to the Procurement Coordinator 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.

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

(4) 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 (1) 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.

(5) The certification in paragraph 1 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 Coordinator may terminate the contract resulting from this solicitation for default.

COMPLETION OF FORMS / CORRECTION OF ERRORS: 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).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Coordinator or his/her designee has declared that the time set for opening has arrived, shall be rejected.

ETHICS ACT (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 state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Coordinator at the same time the law requires the statement to be filed.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Coordinator. Unless specifically delegated in writing, the Procurement Coordinator is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Coordinator is an employee of Orangeburg County School District acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Orangeburg County School District.

PROCUREMENT CODE AVAILABLE: Orangeburg County School District's Procurement Code, is available at request via greg.twitty@ocsdsc.org

PROTESTS: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within Five (5) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Procurement Coordinator.

PROTEST – ADDRESS: Any protest must be submitted in writing to Greg Twitty Procurement Coordinator, 102 Founders Court, Orangeburg SC 29118

PUBLIC OPENING: Not applicable for this RFP

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Coordinator no later than February **15, 2024 @ 8:30 am**. Label any communication regarding your questions with the name of the Procurement Coordinator, and the solicitation's title and number. **Oral explanations or instructions will not be binding**. All Questions will be answered via an Addendum, which will be posted on the District's website, www.ocsdsc.org February **20, 2024 by 4:30 pm**

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

RESPONSIVENESS / IMPROPER OFFERS:

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

(b) 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 Coordinator. (Article 5, Section 1520.13)

(c) Price Reasonableness: Any offer may be rejected if the Procurement Coordinator determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).

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

VENDOR REFERENCE LIST

VENDOR NAME: _____

Reference 1

Client Company Name: _____

Type of Business: _____

Client Contact Name: _____

Location (City, State): _____

Contact Phone: _____

Products/Services Provided: _____

Reference 2

Client Company Name: _____

Type of Business: _____

Client Contact Name: _____

Location (City, State): _____

Contact Phone: _____

Products/Services Provided: _____

Reference 3

Client Company Name: _____

Type of Business: _____

Client Contact Name: _____

Location (City, State): _____

Contact Phone: _____

Products/Services Provided: _____

ADDRESS FOR SUBMITTING PURCHASE ORDERS:

Company Name Address

City/State/Zip

Area Code & Telephone Number Fax Number

Company E-mail

REMITTANCE ADDRESS FOR PAYMENTS (if different):

Company Name Remit to Address

City/State/Zip

Area Code & Telephone Number



Orangeburg County School District

RFP 23-008

Concessions Food Truck

Scope of Work

REQUEST FOR Proposal

Orangeburg County School District – Concession Food Truck

February 8, 2024

Please consider this document as formal Request for Proposal (RFP) for Concession Food Truck Orangeburg County School District CATE Programs.

Orangeburg County schools consolidated from three districts to one, Orangeburg County School District in 2019. Orangeburg County School District encompasses 3 regions. The Eastern region which includes the Santee, Holly Hilly, Eutawville areas, the Western region to include Edisto, Cope, Branchville, and Norway, and the Central region to include the city of Orangeburg, North and Bowman. The District consists of three District Offices, one Transportation Office, one Technology and Operations/Maintenance site, eleven elementary schools, two primary schools, four middle schools, three K-12 schools, three stand-alone high schools, one K-8 school, one middle/high school, and 3 CTE centers.

Orangeburg County School District currently serves over 12,200 students and over 1,750 faculty and staff serving those students. In its entirety, our school district has 40 buildings that we use.

Specification for New Concession Food Truck (to be returned with sealed Price Proposal)

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- Factor 2 – Corporate Experience**
- Factor 3 – Past Performance**
- Factor 4 – Project Approach and Performance Differentiators**
- Factor 5 – Capacity**

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PRICE PROPOSAL:

VENDOR: _____

Description	Price
Item 1 - One New Concessions Food Truck	\$ _____

Year/Make/Model/Mileage _____

Option/ Alternate Items

Item 2 – Exterior Lighting	\$ _____
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Item 3 – Second 13,500 BTU AC	\$ _____
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Item 4 – FOB Delivery *	\$ _____
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Tax	\$ _____
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Total (includes items 1- 4 and Tax)	\$ _____
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****Proposal price shall include FOB destination delivery, however, OCSD reserved the right of pickup and removal of charge by Owner.****

Warranty:

Length of standard warranty: months _____ / miles _____

(Provide terms of standard warranty.)

Location: Lake Marion Technology Center, 3656 Tee Vee Rd, Santee SC 29142

VENDOR: _____

OCSD will evaluate cost based on items 1 thru 5.

Vendor shall clearly indicate, as applicable, all areas in which the items and services Proposed do not fully comply with the requirements of these specifications. Vendor taking exception to any requirements in the proposal shall be specific in each regard. Such exceptions will be considered as part of the overall proposal evaluation and may become a topic of negotiation if the Vendor is selected for further negotiations. The decision as to whether an item fully complies with the stated requirements rests solely with OCSD.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I certify that I am duly authorized to submit this proposal on behalf of the Vendor as its agent and that the Vendor is ready, willing, and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer, employee or agent of OCSD, or any other proposer interested in said proposal; that the undersigned executed this proposal's Certification with full knowledge and understanding of the matters therein contained, and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

TELEPHONE NUMBER
ADDRESS

CITY, STATE & ZIP CODE

EMAIL

NAME & TITLE, TYPED OR PRINTED AUTHORIZED SIGNATURE

Introduction

Orangeburg County School District (OCSD) is requesting proposals from qualified Vendors for the purchase and delivery of a new Concessions Food Truck. Upon review and evaluation of the proposals submitted, it is the intent of OCSD to enter into a contact for the purchase and delivery or pickup of a New Concessions Food Truck in accordance with the terms and conditions outlined in the RFP, OCSD's Procurement Policy and contract documents.

Scope of Work

Qualified Vendor's shall submit a written proposal and product literature which shall address, at a minimum, the Scope of Work listed in this RFP. Vendor may also submit separate alternate proposals to be considered and evaluated. OCSD reserves the right to select the unit in accordance with the terms listed in this RFP and as outlined under the Qualification/Evaluation of the proposals. Failure to submit all required information may be cause for rejection.

The New Concessions Food Truck shall include, but not be limited to, the following minimum requirements, with all listed equipment:

A. Minimum Structure Requirements

- Truck shall include minimum internal rear working space of 8' X 18'. Industry standard road readiness to meet DOT/ICC requirements; including standard size tires, lights, and all safety equipment.
- Gasoline Engine required. 6.8L EFT trition V10 engine, with automatic transmission.
- Gross vehicle weight not to exceed 22,500 pounds, once fully stocked.
- Aluminum noncorrosive, rust resistant walls and flooring materials
- Complete undercoating protection except engine, transmission, drive shaft, rear differential. (specify material and application).
- Proposal shall indicate the customized graphic vinyl wrapping and include sun degradation warranties. OCSD approval necessary for all art work designs.
- Two seats required for front cab.
- Provide maximum 2 serving windows on passenger side panel. All concession windows should include awnings with latches to lock in place when open or closed
- Service windows shall be self-closing, if windows are not self-closing fly fans shall be installed, according to SCDHEC policy.
- Provide horizontal sliding serving windows minimum size (two) 2 x 24'w
- Rear access door for equipment maintenance and repair
- Minimal Stainless Steel foldable counters outside underneath all windows.
- Roof to be serviceable
- Inside overhead LED lighting, with breakage protection covers.
- Outside rear storage racks to hold possible generator and propane tanks

Item 2-A.3 – Option - Alternate item for consideration

- Exterior lighting for increased visibility during night service and/or marketing needs light should illuminate serving window and front service area.

B. Minimum Shelving/Countertop

- Stainless Steel (restaurant quality) counters for work space
- Counters spanning along sides and end of trailer where applicable
- Overhead shelving along sides and end of trailer where applicable

C. Minimum Power/Plumbing/Piping/Propane

- Minimum 7.5 KW Built in gasoline generator with external 110v shore power Outlet
- 110V Commercial grade outlets and receptacle boxes (8), each on own breaker. _
- PEX water plumbing, with filter and backflow preventer, winterizing drain, with direct hose connection
- On-demand water heater capable of reaching 120° temperatures to meet health standards,
- Maximum allowable size water storage tank.
- Waste water tank with minimal 2 inch drain pipe and isolation valve
- Black steel propane lines
- ½ inch flexible propane pipes to connect listed equipment
- Provide correct size pressure regulator
- Minimum two (2) 100lbs propane tanks w/ bracket
- Gauge and terminal shut off
- Low point drain for cleaning serving

D. Minimum Structural Equipment

- Minimum stainless steel concession hood to provide full coverage for listed equipment, with aluminum filters, stainless steel grease pan with high speed centrifugal up blast fan
- Minimum of 1 Fire Suppression system w/ K class extinguisher
- Minimum of one (1) AC unit with at least 13,500 BTU with heating element (Coleman or Dometic or “pre-approved equal”) equal shall be approved prior to closing of RFP.
- Large 3 Compartment sink (NSF) with faucets
- Side drain boards
- Stainless steel (NSF) hand washing sink

Item 3 - D.1 Option -Alternate item for consideration

- Addition of a second 13,500 BTU AC with heating element (Coleman or Dometic or “pre-approved equal) equal shall be approved prior of closing of RFP.

E. Minimum Superior brand (or pre-approved equivalent) Food Service Equipment (complete equipment and sizes after concept review) equal shall be approved prior to closing of RFP.

Minimum Sizes

- 24" flattop griddle (propane)
- 24" char-grill (propane)
- 2-50lb deep fat fryers (propane)
- 23 cu ft. Single door reach in cooler -
- 23 cu ft. Single door reach in freezer
- 24" Sandwich prep station -
- 24" Overhead sandwich broiler
- Hot holding station

F. Miscellaneous Requirements

- The new concession truck shall be manufactured in accordance with all applicable laws for use in the State of South Carolina including SC DHEC.
- Vehicle should include year, make, model, current vehicle mileage and photographs. Equipment layout shall be approved by OCSD.
- Truck shall be properly inspected and have a current South Carolina Inspection sticker affixed to the unit.
- Proposals shall also include the duration and coverage of all standard factory warranties, including any and all movable equipment and alternates/options.
- Proposals shall include copy of manufacturer's specifications and Owners Operation Manual.
- Proposal shall include any costs for onsite or offsite training on concession truck and all equipment operation by a Factory Authorized Representative. Any training shall be given within five days of deliver or acceptance of the unit.
- All accessories, parts, and components shall be installed and in operating condition before acceptance by OCSD.
- No dealer stickers or emblems will be permitted on the Concession Truck.
- Delivery shall be FOB destination and all prices shall include all fees, including any and all taxes and duties of any kind levied by Federal, State, Municipal or other governmental authority and as outlined in the RFP.
- Proposal price shall include eight (8) weeks after receipt of contract delivery.
- Proposal price shall include FOB destination delivery (item 4) however, OCSD reserved the right of pickup and removal of charge (item 4) by Owner.

Selection Process

The RFP will be available to any qualified company choosing to respond. OCSD reserves the right to waive any irregularities and to reject any or all proposals. OCSD also reserves the right to accept the proposal as a whole, or any items listed under the Scope of Services. No Proposal may be withdrawn for a period of 60 days after date proposals are due.

Listed below is the anticipated schedule for the project:

- A. Deadline for Questions February 15, 2024, 8:00am
- B. Addendum Issued, if deemed necessary February 20, 2024, 4:30pm
- C. Proposals Due 10AM, March 11, 2024

Proposals shall be available for public inspection after the contract award; however, proprietary or confidential information marked as such in each proposal shall not be disclosed without prior written consent of the Vendor. It is the responsibility of the Vendor to identify any information deemed proprietary or confidential. Upon submission, all proposals become the property of the Commission and are subject to public record laws. It is the Proposer’s responsibility to notify the Commission of any proprietary information listed in proposals submitted. **If a proposal contains proprietary information, the Proposer shall include a cover letter indicating such information. In addition, any information in which the proposer considers proprietary MUST be clearly marked “proprietary” next to the relevant part of the text in order for it to be treated as such.**

Qualification and Evaluation of Proposals

If listed Items cannot be supplied by the selected Vendor, OCSD reserves the right to purchase appropriate product from other vendors as needed.

While OCSD's is concerned about the ultimate cost, the proposals will not be based solely on the lowest price for products, equipment and services. Proposals will be evaluated on, but not limited to, criteria listed and requested as outlined in the Request for Proposal and what is deemed most advantageous to the Commission and in accordance with OCSD's Procurement Policy. Contract will be awarded to one vendor.

Proposals will be evaluated and independently scored based upon, but not limited to, the following factors listed in the order of importance with factors 2-3 and 5- 6 of equal importance:

- 1) Cost**
- 2) Corporate experience**
- 3) Project approach & performance differentiator's**
- 4) Capacity**
- 5) Past Performance**

Any subfactors are of equal importance.

OCSD will determine the best value based upon these criteria and recommend the selection of Vendor. OCSD may request additional information from one or more Vendor after the submission of the initial proposals in order to clarify, confirm, or properly evaluate any proposals. Vendor may be asked to provide an oral discussion of their proposal. This presentation shall be limited to the subject matter part of the proposal response and shall be limited to a clarification, explanation, or more extensive description of the proposal. Answers from the oral discussion may be reflected in a revised score for the submitted proposal due to a better understanding of a specific proposal evaluation item. OCSD also reserves the right to negotiate terms of the contract with the intended firm pursuant to OCSD's Procurement Policy. There is no expressed or implied obligation for OCSD to reimburse Vendor for any expenses incurred in preparing the proposal and/or any subsequent interviews.

Vendor is required to sign a copy of OCSD's contract, which is attached, and submit with proposal. OCSD also reserves the right to reject all proposals that do not adequately meet its intended quality, which cannot meet the schedule, or are not within the OCSD's budget constraints. OCSD reserves the right to waive any irregularities and to reject any or all proposals. OCSD also reserves the right to accept the proposal as a whole or any items listed on the Price Proposal Form.

OCSD reserves the right to inspect the plant or place of business of a Vendor at reasonable times, contractor, or any subcontractor which is related to the performance of any contract awarded or to be awarded by the OCSD as well as the books and records of such contractors and subcontractors in accordance with OCSD's Procurement Policy.

Proposals for services shall include all charges including, but not limited to, deliveries, taxes, and duties of any kind levied by federal, state, municipal, or other governmental authority which either party is required to pay with respect to services covered under this agreement. There is no expressed or implied obligation for OCSD to reimburse responding Vendor for any expenses incurred in preparing the proposals submitted for consideration.

Criteria for Selecting based on Qualifications

Vendor Representations

Each Vendor by submitting proposals represents that:

1. The Vendor has read and understands this solicitation (including all Attachments) and that its offer is made in accordance therewith.
2. The Vendor has reviewed the solicitation, has become familiar with the local conditions under which the service is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
3. The Vendor is qualified to provide the services required under this solicitation and, if awarded the Contract, will do so in a professional, timely manner using successful Vendor's skill and attention.

Basis of Award

The award determination shall be based on technical and price factors, not necessarily the lowest price. Following the deadline for submittal of proposals, a selection committee will review, analyze, and rank all submittals based on their response to the information requested. If desired, the selection committee may short list the number of qualified Vendor. OCSD reserves the discretion to determine the number of Vendor that will be on the short list. OCSD reserves the right to reject any or all submittals and to waive defects, technicalities, and/or irregularities in any submittal. OCSD reserves the right to finalize a contract based on all factors involved in the written qualification submittal without further discussion or interview.

Basis of Evaluation for each Factor

Technical Factors:

The Vendor shall be rated higher during evaluations if their proposal meets or exceed the following items: (Factors 1 through 5).

Factor 1 – Cost

Basis of Evaluation: OCSD will evaluate cost based on the total price proposal submitted for items requested by name in the Price Proposal Form. OCSD will evaluate cost based on items 1 thru 4 on the Price Proposal.

Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- Prices received in response to the RFP
- Cost realism analysis performed

Factor 2- Corporate Experience

Basis of Evaluation: The responding institution will be evaluated in order to determine if its company has demonstrated the necessary corporate experience to meet OCSD's needs.

Factor 3- Past Performance

Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed (i.e., performance recognition documents and information obtained for any other source) reflects a trend of satisfactory and/or an outstanding level of performance, considering:

- Successful completion of tasks

- Timely product delivery
- Quality products and services
- Cooperativeness and teamwork at all levels (task managers, contracting officers, procurement office, auditors, etc.)
- References

In addition to the above, OCSD may review any other sources of evaluation information of past performance. Other sources may include, but are not limited to, inquiries of Vendor(s) representative(s), and any other known sources not provided by the Vendor(s). While OCSD may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Vendor(s). Based on the trend and satisfactory and/or outstanding ratings, performance may be rated higher.

Factor 4- Project Approach and Performance Differentiators

Basis of Evaluation: The Vendor may be rated higher during evaluations if their proposal meets and/or exceeds the following items:

- Capability to provide products, equipment and services
- Provide supplies, product, equipment and services
- Timely response to requests for onsite support

Factor 5- Capacity

Basis of Evaluation: The Vendor will be evaluated to determine if their proposal has sufficient capacity to meet and maintain orders. Firm must have the ability to be up and running with minimum down time.

Evaluation Criteria

Each response to this Request for Proposal will be subject to the same review and assessment process. Submittals will be evaluated on the basis of the Proposal’s technical capability and experience. All Vendor(s) submitting qualifications must provide at a minimum, their expertise and capabilities as they relate to the Factors 2 through 5, with regard to the work outlined by the RFP.

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a Vendor that is comparable to the types of work covered by this requirement, in terms of scope and complexity. Past performance relates to how well a Vendor has performed.

Vendor will be evaluated on Factors 1 thru 5.

Factor 1 – Cost

Factor and Solicitation Submittal Requirements:

1. The Vendor will be evaluated based on the total price proposal submitted, however, not necessary the lowest price. OCSD will evaluate cost based on the total price proposal submitted for items requested by name in the Price Proposal Form but not the recommended items. Contract will be awarded to one vendor.

Factor 2- Corporate Experience

Factors and Solicitation Submittal Requirements:

1. Proposals shall identify the qualified, knowledgeable contact person who will be the point person for the entire project. Proposals shall also provide a statement of the Vendor commitment that the identified individual(s) will be involved throughout the entire project and must address, at a minimum, the organizational strength and stability of the responding firm.
2. Provide documentation of the firm’s capability and experience which includes:
 - a. Demonstration of Vendor ability to perform the indicated services
 - b. Description of previous work
 - c. Responsiveness and compliance with the items listed in request for proposal

Factor 3 – Past Performance

Factors and Solicitation Submittal Requirements:

Ensure correct phone numbers and email addresses are provided for all client points of contact. Submit a copy of references as indicated in Certification/Qualification Questionnaire/References, Attachment 8 which contains the point of contact information for each of the five required client references.

1. Provide five recent client references (from within the past three years)
2. Provide the client’s name, as well as address and telephone number for a point of contact who can provide information regarding the Vendor’s role on the providing products, equipment and services
3. The Vendor is encouraged to submit any other information they believe will enhance their position in the evaluation criteria
4. Reputation and previous experience of Vendor(s), products, equipment and services

Factor 4 – Project Approach and Performance Differentiators

Factor and Solicitation Submittal Requirements:

1. Detailed description of Vendor approach in providing the product, equipment and services.
2. The reason Vendor proposal should be selected.
3. Indicate how your company will deliver the new concession food truck.

Factor 5 – Capacity

Factor and Solicitation Submittal Requirements:

1. Ability to meet a schedule
2. Description of Vendor approach to timelines and scheduling

Proposals will be ranked based upon the information outlined in this RFP and on the Price Proposal Form.

The following must be completed in its entirety and submitted in order to be considered for evaluation:

- A. Each Vendor shall complete and submit the attached Certification/Qualification Questionnaire/References, Attachment 8
- B. Factors 2 through 6: Vendor capability to be responsive and compliant with the items listed in the RFP

Proposals will be ranked based upon the information outlined in this RFP and on the Price Proposal Form. The following must be completed in its entirety and submitted in order to be considered for evaluation:

Submit qualifications in the following format:

- Title Page: Title page showing the Request for Proposal subject; the Team name; the name, addresses, and telephone number of a contact person; and the date of the submittal.
- Table of Contents: Provide Table of Contents to aid the evaluation of the qualifications.
- Transmittal Letter: A signed letter of transmittal briefly states the Offeror's understanding of the work to be done, the commitment to perform the work, a statement why the Team believes it to be best qualified to perform the engagement, and a statement that the submittal is a Team and irrevocable offer for sixty (60) days.
- Detailed Submittal: The purpose of the detailed submittal is for the Offeror to demonstrate their qualifications, competence, and capacity to provide Consultant Services to OCS D in conformity with the requirements of this solicitation. Offeror shall submit a qualification for this project meeting the minimum requirements listed. Address each item listed in the Evaluation Criteria based on the ability of your Team as required. Offerors should address all the points outlined herein including the factors addressed in the Qualification and Evaluation of Proposals section.

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued. If so, the submitter must obtain copies of such Addendum from the Commission's website and agrees to be bound by all Addenda that have been issued for this Request for Proposal. If an addendum is issued, the submitter shall sign and return each addendum with the proposal submitted.

III. AWARD / CONTRACT TERM

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the Orangeburg County School District's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

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

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

COMMERCIAL GENERAL LIABILITY:

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

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

Combined Single Limit	\$1,000,000
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WORKERS COMPENSATION: State Statutory	
Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

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

3. INDEMNIFICATION-THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify Orangeburg County School District, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.
4. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
5. MATERIAL AND WORKMANSHIP: 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.
6. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

7. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts' designated receiving site, as specified herein.
8. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
9. IRAN DIVESTMENT ACT OF 2014: (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

VI. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY

Statement of Policy

It is the policy of Orangeburg 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 Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of OCSD 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 Orangeburg County School District will comply with this OCSD policy.



Orangeburg County School District
102 Founders Court
Orangeburg SC 29118
Concession Food Truck # 23-008

Submit Proposal by 3/11/2024 10am at address above
Greg.twitty@ocsdsc.org