



REQUEST FOR PROPOSAL

Solicitation Number: RFP-RF-0220
 Date Issued: 2/13/2020
 Procurement Officer: Ryan Henkes
 Phone: (864) 216-4374
 E-Mail Address: rhenkes@spart6.org

DESCRIPTION: Refrigeration Filtration System Service

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Spartanburg County School District 6
 Attn: Ryan Henkes
 1390 Cavalier Way
 Roebuck, SC 29376

PHYSICAL ADDRESS:

Spartanburg County School District 6
 Attn: Ryan Henkes
 1390 Cavalier Way
 Roebuck, SC 29376

SUBMIT OFFER BY: Thursday, March 5, 2020, 10:00 AM

(please direct questions to Ryan Henkes rhenkes@spart6.org)

NUMBER OF COPIES TO BE SUBMITTED: Three (3) original copies and one (1) redacted copy

CONFERENCE TYPE: Not applicable
 DATE & TIME:

LOCATION:
 District Six Administration Building
 1390 Cavalier Way, Roebuck, SC 29376

AWARD & AMENDMENTS

The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.spart6.org/businessservices/currentsolicitations.aspx>

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR

(full legal name of business submitting the offer)

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)

- Sole Proprietorship
 Partnership
 Other _____
 Corporate entity (not tax-exempt)
 Corporation (tax-exempt)
 Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)
	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Area Code - Number - Extension Facsimile
	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue

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

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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MINORITY PARTICIPATION
Are you a South Carolina Certified Minority Vendor? Yes _____ No _____
If yes, South Carolina Certification # _____

Spartanburg County School District 6 is seeking a qualified firm to provide a Refrigeration Filter System Service for Food Service walk-in coolers and freezers at all Spartanburg County School District 6 schools.

All Offerors must submit three (3) original copies of their proposal and one (1) redacted copy.

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original and (ii) show the empty space from which information was redacted.

Proposals will be accepted until 10:00 AM on Thursday, March 5, 2020.

At that time, each Bid will be opened and the proposers name read aloud along with pricing. No other information will be announced at that time.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids may be mailed or hand-delivered to:

**Spartanburg County School District 6
1390 Cavalier Way
Roebuck, SC 29376**

“Refrigeration Filtration System Service”
Attn: Ryan Henkes
Finance/Procurement

All questions must be addressed to Ryan Henkes (rhenkes@spart6.org). Deadline for questions is 5pm on February 20, 2020.

I. SCOPE OF THE SOLICITATION

Spartanburg School District Six (SCSD6) is seeking a qualified firm to provide a Refrigeration Filter System Service for Food Service walk-in coolers and freezers at all Spartanburg County School District 6 schools.

II. INSTRUCTIONS TO OFFERORS – GENERAL INSTRUCTIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.

Spartanburg County School District Six's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

Addenda: Addenda shall be issued prior to the bid submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections.

Background Checks As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor. The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's proposal. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

Bidder Responsibility: The Bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their proposal.

Correction of Errors on the Proposal Form: 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. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

Proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Subcontracting: If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the proposal. The subcontractor's qualifications to perform along with three references must be submitted.

Unlawful Acts: The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the proposal responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

District or School Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Drug-free Workplace: By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

Non-Appropriations: Any contract entered into by the District or its departments, employees or agents resulting from this Request for Proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Right to Protest: Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Note: Does not apply to small purchases (less than \$50,000. in actual or potential value).

III. SCOPE OF WORK/ SPECIFICATIONS

Spartanburg County School District Six is soliciting bids from interested and qualified firms to provide a Refrigeration Filter System Service for Food Service walk-in coolers and freezers at all Spartanburg County School District 6 schools.

A) **Specifications:** The District is seeking a moisture reduction system (filters) capable of the following:

1. Stabilize humidity levels to ~80%
2. Reduce temperatures ~3-5 degrees
3. Remove conditions that breed mold and bacteria
4. Eliminate odors
5. Absorb Ethylene gas

B) **Locations:**

School		Length	Width	Height	Area Sq Feet
Anderson Mill Elem 1845 Old Anderson Mill Rd, Moore 29369	Cooler	15	11	8	1320
	Freezer	15	18	8	2160
Arcadia Elem 375 Spring St, Spartanburg 29301	Cooler	9	7	10	630
	Freezer	9	7	10	630
Jesse Bobo Elem 495 Powell Mill Rd, Spartanburg 29301	Cooler	10	8	8	640
	Freezer	10	8	8	640
Fairforest Elem 1005 Mt Zion Rd, Spartanburg 29303	Cooler	15	12	8	1440
	Freezer	15	18	8	2160
Lone Oak Elem 7314 Lone Oak Rd, Spartanburg 29303	Cooler	9	7	8	504
	Freezer	9	7	8	504
Pauline-Glenn Elem 2957 Hwy 56, Pauline 29374	Cooler	9	9	8	648
	Freezer	9	9	8	648
Roebuck Elem 2401 E Blackstock Rd, Roebuck 29376	Cooler	11	11	7	847
	Freezer	11	19	7	1463
West View Elem 400 Oak Grove Rd, Spartanburg 29301	Cooler	13	13	8	1352
	Freezer	13	22	8	2288
Woodland Heights Elem 1216 John B White Sr Blvd, Spartanburg 29306	Cooler	9	9	7	567
	Freezer	17	9	7	1071

(Continued on next page)

School		Length	Width	Height	Area Sq Feet
Dawkins Mid 1300 E Blackstock Rd, Moore 29369	Cooler	10	7	8	560
	Freezer	11	8	8	704
Fairforest Mid 150 Lincoln School Rd, Spartanburg 29301	Cooler	11	13	9	1287
	Freezer	11	13	9	1287
Gable Mid 198 Otts Shoals Rd, Roebuck 29376	Cooler	13	8	8	832
	Freezer	13	12	8	1248
Dorman Freshman 1225 Cavalier Way, Roebuck 29376	Cooler	8	11	8	704
	Freezer	8	11	8	704
Dorman High 1050 Cavalier Way, Roebuck 29376	Cooler	16	7	8	896
	Freezer	21	7	8	1176
	Drink Cooler	9	7	8	504
College & Career Center	Cooler	14	11	8	1232
	Freezer	13	11	8	1144
Child Development 3050 N Blackstock Rd, Spartanburg 29301	Cooler	9	7	8	504
	Freezer	9	7	8	504

IV. ARRANGEMENT OF PROPOSAL

Submit three (3) original copies and one (1) redacted copy of the proposal.

In order for proposals to be evaluated, the Offeror must submit as a minimum the following information.

1. Completed and Signed Cover Page & Page 2

2. Cost Estimate:

- a) Include a completed Cost Proposal Sheet located on page 14. The costs structure should include, at a minimum, what the costs will be for each of the groups listed on the Cost Proposal for the initial year of this agreement.
- b) Include a completed and signed W-9.
- c) Include your most current M/WBE Certification form, if applicable.
- d) Include completed South Carolina Illegal Immigration Reform Act.

3. Detailed Scope of Services:

A detailed scope of services must be included in the Proposal. Respond to requirements listed in the General Specifications Section (page 7) and at a minimum give a detailed response to the statements listed.

4. Qualifications:

Respond to requirements listed in the Qualifications Section (page 10).

5. Experience:

- a) Background/History of your company.
- b) Level of experience and at least three (3) references for engagements with clients of equal or greater size, including experience with clients in other Public Sector and K-12 environments within South Carolina. Include contact information for all references.

The Proposal response must contain a statement to the effect that your Proposal is firm for a period of sixty (60) days from the Proposal due date or longer if so required by the District.

V. QUALIFICATIONS

Minimum Qualifications / Requirements

- Provide information on company background; include size of firm, number of full time employees, number of years in business, and qualifications of key personnel that will be involved in providing the service.
- Disclose financial conditions (i.e. bankruptcy, pending litigation, planned closures, impending mergers, etc...) that may affect your firm's ability to perform contractually.
- Describe how your organization is properly licensed, bonded, and/or insured. Coverage documentation must be submitted upon request.
- Each Proposer, upon request, shall submit evidence of liability insurance, Workers' Compensation and other data regarding experience relating to this RFP and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The successful contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the RFP requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Spartanburg County School District 6.
- Level of experience and at least three (3) references for engagements with clients of equal or greater size, including experience with clients in other Public Sector and/or K-12 environments. Include any urban school districts that you have engaged with your product. Include contact information for all references.

VI. AWARD CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the Offeror concerning its availability to perform fully the contract requirements and the integrity and reliability of the Offeror will be reviewed. The submission of a proposal for review does not necessarily qualify the Offeror or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified Offerors and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

An award resulting from this solicitation will be for one (1) year from the date of award with the option to renew each year for each of four (4) additional one-year periods if agreed to by the successful bidder(s) and the District. The total program may be in effect for five (5) years unless terminated by the District. The initial one (1) year contract will be executed beginning **July 1, 2020**.

Selection will be based upon the following criteria, in order of importance. The Offeror must respond to each concern:

1. Pricing	60 Points
2. Vendor Response to Spec Requirements	20 Points
3. Qualifications	10 Points
4. References	10 Points

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall range from 0 to the total shown above, with 0 being worst. All scores will be summed to give the total score. The maximum possible total score for the RFP response is 100 points. All committee members' scores will be summed to determine the grand total for each firm.

An award announcement will be sent to all Offerors and will be posted at: Spartanburg County School District 6 <https://www.spart6.org/> → Departments & Services → Business Services → Current Awards.

RIGHT TO ACCEPT OR REJECT

The district reserves the right to accept or reject any/all proposals or any part of any proposal. This includes rejection based upon quality (in the opinion of the district) from references, delivery or any other reason.

VIIA – TERMS AND CONDITIONS – A. GENERAL

Equal Opportunity: The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Payments:

Payment must be made to the successful contractor no later than thirty (30) days after the completion of the project.

All requests for price increases after an award must be submitted in writing with supporting documentation to the Procurement Director for review and approval. Any request for an increase in price must be submitted in writing by the Contractor not less than ninety (90) days prior to the new contract period. The District reserves the right to require supporting documentation from a disinterested third party as to increases in costs for the service(s) and/or product(s) in question. The District will determine the adequacy and acceptability of submitted documentation and request for price increases.

VIIB – TERMS AND CONDITIONS – B. SPECIAL

Governing Laws: All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

South Carolina Law: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state.

Illegal Immigration: The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act. (Compliance Agreement attachment, p. 15)

Licenses & Permits: The successful offeror(s) shall have and maintain any/all necessary licenses, permits, etc. necessary to conduct business in South Carolina.

Indemnification: The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

Termination: The District reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) day notice, when in the best interest of the District. Termination of any contract by the District for cause, non-performance, default or negligence on the part of the successful Offeror shall be a retained right. Termination costs levied against the District shall not apply and the thirty (30) day termination notice requirements shall be waived. The default provisions shall apply when a contract is terminated for cause.

BID RESPONSE FORM
Solicitation # - RF-0220
Refrigeration Filtration System – Due March 5, 2020

ITEM #	LOCATION	MONTHLY COST (excluding tax)
1	Anderson Mill Elementary	
2	Arcadia Elementary	
3	Jesse Bobo Elementary	
4	Fairforest Elementary	
5	Lone Oak Elementary	
6	Pauline-Glenn Elementary	
7	Roebuck Elementary	
8	West View Elementary	
9	Woodland Heights Elementary	
10	Dawkins Middle	
11	Fairforest Middle	
12	Gable Middle	
13	Dorman Freshman Campus	
14	Dorman High (includes College & Career Ctr.)	
15	Child Development Center	

GRAND TOTAL

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Company Name	
Contact Name	
Address	
Phone Number	
Fax Number	

SPARTANBURG COUNTY SCHOOL DISTRICT6
South Carolina Illegal Immigration Reform Act

Compliance Agreement

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with Spartanburg County School District 6, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

Company Name:

Address:

Name:

Signature:

Date: