



Solicitation # RFB1819
 Mandatory Pre-Bid April 12, 2018 9:00AM at 700 Double Bridge Rd, Boiling Springs, SC 29316
 Bid Opening Location: Spartanburg School District 2
 3231 Old Furnace Road
 Chesnee, SC 29323

Request for Bid

Description: Cooling Tower Replacement: Boiling Springs Elementary
 Issue Date: March 28, 2018

Bids Due 2:00PM April 19, 2018

Submit questions to: Kacey Austin – 864-515-5135 or Kacey.austin@spartanburg2.k12.sc.us

QUESTIONS MUST BE RECEIVED BY: April 12, 2018, 12:00PM

Mail/Hand Carry Bid To - Spartanburg School District Two
 (No Electronic/Facsimile Submissions) Attn: Kacey Austin
 3231 Old Furnace Road
 Chesnee, SC 29323

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and One (1) Copy

Solicitation Number and Opening Date must be shown on sealed envelope

The award, this solicitation, any amendments, and any related notices will be posted on our website
<http://www.spart2.org/departments/finance/procurement>

Must Be Signed to be Valid

| | | | | | |
|--|--|--------------------|------------------------------------|---|--|
| Authorized Signature | | Printed Name/Title | | Date | |
| Company Name | | | State Vendor No. (If Known) | | |
| Mailing Address | | | Social Security or Federal Tax No. | | |
| City | | State | | Zip | |
| Phone Number | | Fax Number | | Email Address | |
| Buyer Signature and Date (District Use Only) | | | | Purchase Order Number (District Use Only) | |

SC Certified Minority Vendor? Yes or No (circle one)

ACKNOWLEDGEMENT OF AMENDMENTS: Acknowledge receipt of amendments by initialing below.

| Amendment No. | Amendment No. | Amendment No. | Amendment No. | Amendment No. | Amendment No. | Amendment No. |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Initial | Initial | Initial | Initial | Initial | Initial | Initial |

**Spartanburg County School District Two
Request for Bid Invitation**

Date: March 28, 2018

Cooling Tower Replacement: Boiling Springs Elementary

Spartanburg School District Two invites responsible firms to submit sealed bids to provide and install a Marley Cooling Tower at Boiling Springs Elementary School. A mandatory pre-bid for interested parties will be held on April 12, 2018 at 9:00AM at 700 Double Bridge Rd, Boiling Springs, SC 29316

Sealed bids will be received until April 19 2018 at 2:00PM at Spartanburg School District Two District Office at which time they will be opened.

Bids may be delivered (i.e., hand deliver, express mail services, etc.) or mailed to:
(**NO** electronic submissions)

SPARTANBURG SCHOOL DISTRICT TWO
ATTENTION: KACEY AUSTIN
RFB1819 COOLING TOWER
3231 OLD FURNACE ROAD
CHESNEE, SC 29323

No bids will be accepted after the stated bid opening date and time.

SPARTANBURG SCHOOL DISTRICT TWO RESERVES THE RIGHT TO CANCEL THIS SOLICITATION
IN WHOLE OR PART AND REJECT ANY OR ALL BIDS IN WHOLE OR IN PART.

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I. INSTRUCTIONS TO BIDDER

1. Bid Documents:

Each bidder should carefully examine the "Request for Bid" documents, including any addenda. Should the bidder identify any discrepancies or ambiguities, he shall at once notify the undersigned. No allowance will be made for oversight or misunderstandings by the bidder after bids are received.

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

2. Preparation of Bids:

The bid form must be either typewritten or handwritten in ink to show prices and notations. No erasures will be permitted. Errors must 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. Signatures on bids must be by a principal, duly authorized to make contracts.

A. Evidence of liability insurance carried along with worker's compensation documentation for each employee must be submitted with the bid and maintained throughout the contract. The District reserves the right to accept or reject bids on the basis of adequacy of liability and worker's compensation coverage.

B. A minimum of (3) three references must be submitted in writing (on company letterhead if available) with the bid. References should be provided for previous employment by public schools or commercial entities if available. The District reserves the right to accept or reject bids based on references if deemed to be in the best interest of the District.

C. The prices specified in the bid must be F.O.B. Destination with all freight charges prepaid. On the Bid Forms, please indicate the delivery time after receipt of an order for the service/materials you have bid. No hidden or undisclosed prices will be acceptable.

D. Do not include sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required to pay, shall be provided as a separate line item.

3. Bid 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.

4. Submission of Bids:

The bid package must be delivered in a sealed envelope, clearly marked with RFB Number. Bidders are responsible for the actual delivery of bid during business hours. No bid will be accepted after the stated bid opening.

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.

5. Failure to respond:

Failure to respond without advising the district-purchasing agent may result in the removal of your name from our bidder's list. If not submitting a bid, respond by returning the enclosed No Bid Reply form no later than the scheduled bid opening.

6. Withdrawal of Bid Response:

A bid response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Procurement Officer prior to the last date and time set for receipt of the bid responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the bid opening date, the

respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

7. Bid Opening:

The bid opening shall be public on the date and at the time specified. Bids will be opened and tabulated. Bid files may be examined during normal working hours after award and upon receipt of request. No bids shall be altered, amended, or withdrawn after the scheduled bid opening. Negligence on the part of Bidders in preparing bids confers no right for the withdrawal of bid after opening.

II. GENERAL CONDITIONS:

1. Acceptance of Bids:

The District reserves the right to accept, or reject, in part or in entirety, any or all bids, to negotiate with all qualified bidders 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. If a bidder fails to state the time within which a bid must be accepted it is understood and agreed that the undersigned shall have sixty days to accept.

2. Addenda:

At the discretion of the District, if it becomes necessary to revise or clarify any part of this solicitation, an addendum will be posted under “**Available Bids**” at <http://www.spart2.org/departments/finance/procurement>

- a. Because this solicitation is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer’s responsibility to check this web site periodically to determine if any addenda have been issued.
- b. Any addenda issued by the District shall become a formal part of this quote/bid/proposal. Bidders shall acknowledge receipt of any Addenda by (1) signing and returning the amendment, (2) by letter, or by (3) initialing the cover page of the bid form under the appropriate column.
- c. The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing. No addenda shall be issued later than four (4) days prior to the RFB submittal date except to:

Withdraw the RFB or Postpone the RFB

- d. Such addenda shall take precedence over the original portion of the RFB documents concerned.

3. Awards:

- a. Awards will be made to the Bidder whose bid, in the opinion of the District, best meets the requirements of this RFB and the objectives of the District, except as otherwise specified in the RFB. Where more than one item is specified in the RFB, the district reserves the right to determine the successful bidder(s) either on the basis of the individual items or on the basis of all items included in the RFB, unless otherwise expressly provided in Section III (Special Conditions).
- b. The district reserves the right to modify or cancel in whole, or in part, it’s RFB’s.
- c. A written purchase order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the RFB results in a binding contract without further action by either party. The contract shall not be assignable by the bidder in whole or in part without the written consent of the District.

Awards will be posted on our website <http://www.spart2.org/departments/finance/procurement>

4. Background Checks:

- a. As a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder 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 Bidder 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.
- b. All costs associated with these criminal background checks are the responsibility of the bidder.
- c. The Bidder shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.
- d. Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

Rape or Criminal Sexual Conduct
Child Molestation or Abuse
Any Sexually Oriented Crime
Drugs: Felony use, possession or distribution.
Violent crimes
Robbery
Felony

- e. Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the District's property.
- f. The District may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

5. 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 bid. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

6. 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 bids 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 bids remain confidential must visibly mark as "Confidential" each page of the bid they consider to contain proprietary information.

7. District or School Regulations:

The bidder(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. All

representatives of winning bidder must display identification tags (picture ID) at all times while on school grounds.

8. 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).

9. Equal Opportunity:

Bidder shall comply with all Federal and State requirements concerning fair employment, and concerning the treatment of all employees without regard to or discrimination by reason of race, color, religion, sex, national origin, ancestry, or physical handicap.

10. Ethical Standards:

It shall be a breach of ethical standards of any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11. Indemnification:

The bidder(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 omission of the bidder(s)

12. Information:

- a. Any explanation desired by a Bidder regarding the meanings or interpretation of the bid schedule, attachments, specifications, etc. **must be requested in writing and with sufficient time allowed for a reply to reach Bidders before the submission of their offer.** All written requests should be directed to the attention of:

Spartanburg School District Two
ATTN: Kacey Austin
3231 Old Furnace Road
Chesnee, SC 29323
Kacey.Austin@spartanburg2.k12.sc.us

- b. All contact should be directed to Kacey Austin, Procurement Officer. No company should contact District staff directly.
- c. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning the bid schedule will be furnished to all prospective Bidders as an amendment to the Request For Bid, if such information is necessary to Bidders in submitting offers on the bidder schedule if the lack of such information would be prejudicial to uninformed Bidders.
- d. The District seeks to permit maximum competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

13. Insurance:

The awarded Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina. The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse.

All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the School District has received written notice, as evidenced by return receipt of registered or certified letter. Further, Spartanburg School District Two will be named as an additional insured on all policies.

Workers Compensation

The contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance as required by applicable State law for all of his/her employees to be engaged in work at the site of the project under the contract.

Commercial General Liability Insurance

The contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance, including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

- General Aggregate - \$1,000,000
- Products- Completed Operations Aggregate - \$1,000,000
- Personal & Advertising Injury - \$1,000,000
- Each Occurrence - \$1,000,000 (Bodily Injury and Property Damage)
- Fire Damage - \$1,000,000 per fire
- Medical Expense - \$10,000 per person

Coverage for explosion, collapse and underground property damage shall not be excluded from the policy. Completed operations liability coverage shall be in force for one year after completion of work.

Comprehensive Automobile Liability

If a contractor owned vehicle is used on District property under this contract, the Contractor shall maintain Comprehensive Automobile Liability insurance (including all automotive equipment owned, non-owned and hired, operated, rented, or leased) Minimum coverage shall be:

- Bodily Injury - \$1,000,000 per person, \$1,000,000 per accident
- Property Damage - \$1,000,000 each occurrence OR combined single limit bodily injury and property damage liability - \$1,000,000

14. Invoices:

Invoices must be submitted to:
Spartanburg School District Two
1820 Old Furnace Rd
Boiling Springs, SC 29316

Delay in receiving invoices, as well as errors and omissions on the invoices; will be considered just cause for withholding payment without losing discount privileges. The district reserves the right to withhold payment or make such deductions as may be necessary to protect the district from loss of damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

15. Iran Divestment Act:

By submission of this bid, each bidder and each person signing on behalf of any Bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

16. Offeror Qualifications:

Bidder must, upon request, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this bid. The District reserves the right to make the final

determination as to the Bidder's ability to provide the products or services requested herein. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

17. Publicity Release:

The bidder shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The bidder agrees not to publish or cite in any form any comments or quotes from District staff. Bidder further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply the products or services provided are endorsed or preferred by the District.

18. Right to Protest:

Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract may exercise protest rights under Section 4210 of the District Procurement Code within ten (10) days of the date of issuance of the Intent to Award.

19. Save Harmless:

(This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Bidder shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the proposer use of material furnished to the bidder by the District.

20. South Carolina Law Clause:

Upon award of a contract under this bid, 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 bidder from requirements that it be authorized and/or 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 for taxes, license, or fees levied by the state. All bid documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

21. Specifications:

- a. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).
- b. Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be bid provided the brand name, model number, etc., is clearly indicated in the bid. However, the District reserves the right to insist upon the specified name brands.
- c. The Bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their bid.

22. Subcontracting:

- a. 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 bid, 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 bid. The subcontractor's qualifications to perform along with three references must be submitted.

- b. The bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their bid. The subcontractor is subject to the same terms and conditions of this agreement.

23. Termination

Termination for Cause:

The District reserves the right to cancel the contract without advanced notice should there be default or negligence on the part of the bidder. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

The District may, by written notice of default to the bidder, terminate this contract in whole or in part if the bidder fails to deliver supplies or to perform the services within the time specified in this contract or any extensions.

Termination for Convenience:

The district may cancel the contract for convenience upon a thirty (30) day advance written notice of intent to cancel the contract. In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) day advance written notice, then the District may negotiate reasonable termination costs, if applicable.

Default:

The District reserves the right to terminate this contract with a bidder due to unsatisfactory performance. In the case of default, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Non-Appropriations:

Any contract entered into by the District or its departments, employees or agents resulting from this Request for Bid 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.

24. Unlawful Acts:

The District interprets a signed bid as signifying that the accompanying bid 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.

III. SPECIAL CONDITIONS

1. A pre-bid meeting will be held on April 12, 2018 at 9:00AM at Boiling Springs Elementary School, 700 Double Bridge Rd, Boiling Springs, SC 29316. Please meet at the front office. Bids will only be accepted from Bidders who attend the pre-bid meeting.

IV. SCOPE OF SOLICITATION/SPECIFICATIONS

1. Bidder is to remove the old cooling tower that has reached it's useful life span and replace with a new cooling tower that is more efficient. Bidder is to provide all material, tools, equipment and labor to remove, provide, install and test one Marley Model NC8402PAN Cooling Tower with the following specifications:

PERFORMANCE CONDITIONS:

780 gallons per minute
95°F Hot Water
85° F Cold Water
78°F Entering Wet Bulb

BASE TOWER CONSTRUCTION/EQUIPMENT:

Galvanized Steel Casing
Galvanized Steel Structure
Galvanized Steel Collection Basin
Galvanized Steel Distribution Basin
Low Sound Fan with aluminum blades
Marley designed Gear Reducer with 5-year warranty
Motor mounted outside the moist air stream
PVC film fill with integral louvers and drift eliminators designed and manufactured by Marley
HDG Steel Fan Guard

COLLECTION BASIN CONNECTION AND ACCESSORIES:

All flanges are to be Class 125 ANSI B16.1 standard
All threads are to American Standard Pipe Taper Thread
At least (1) 6" (152 mm) diameter bevel and groove cased face outlet(s) with trash screen(s)
4" diameter combination drain and overflow in each cell
1- 1" water make-up float valve
9 kw per cell 480/3 volt phase electric immersion heater for freeze protection of the collection basin during cold weather system shutdown.
Includes heater elements, water temperature sensor probe and control box

DISTRIBUTION BASIN INLET AND ACCESSORIES:

(2) 6" (152mm) diameter top inlet connections per cell
(2) 6" (152 mm) horizontal flow control valves per cell

MAINTENANCE & MAINTENANCE ACCESS FEATURES:

External Lube Line with Dipstick
Low oil level switch
Full face air inlet screens for easy access to collection basin
Convenient access to the collection basin and plenum area to be provided via a large access door located on each end wall
Easy fitting perimeter guardrail, knee rail, & toe board
(1) cased face ladder to extend 60in below base of tower

Warranties on labor are being priced with an 18-month and 5-year option. Please break out the pricing on these two options.

Bid Checklist/Reference Sheet

Have you included the following?

Bid Cover Sheet (Page 1) _____

Bidder Information/Price Sheet (Page 16) _____

Form W-9 _____

Evidence of Insurance _____

Copy of Business License _____

Three References:

Company Name: _____

Company Contact: _____

Phone Number: _____

Email Address: _____

Company Name: _____

Company Contact: _____

Phone Number: _____

Email Address: _____

Company Name: _____

Company Contact: _____

Phone Number: _____

Email Address: _____

V. BIDDER INFORMATION

I, the undersigned, certify that this bid does not violate any Federal or State antitrust laws.

Bidder's Federal ID or Social Security Number: _____(Please attach W-9 form)

All bidders who are authorized to collect South Carolina sales tax must state their South Carolina tax registration number.

South Carolina Tax Registration Number: _____

Is your company a minority-owned company? Yes ___ No ___ OSMBA Cert # _____

Bidder Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

TOTAL BID PRICE: _____

18 MONTH LABOR WARRANTY PRICE: _____

5 YEAR LABOR WARRANTY PRICE: _____

RESPONSE TIME: _____

In compliance with the invitation and subject to all conditions thereof the undersigned offers and agrees, if this bid is accepted within 60 days from the date of opening, to furnish any or all items quoted on at prices as set forth after the item and make delivery, immediately after receipt of order, delivered, all transportation costs included and prepaid and unless otherwise stated and accepted herein.

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

Iran Divestment Act: By submission of this bid, vendor and each person signing on behalf of this vendor certifies that to the best of its knowledge and belief that this vendor is not on the list created pursuant to Section 11-57-310. This chapter does not apply to a procurement or contract valued at one thousand dollars or less; Section 11-57-40.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

(Printed or Typed)

VI. NO BID FORM

BID NUMBER 1819

Bidder _____

To assist us in obtaining good competition on our requests for bid, we ask that each firm that receives a request but does not wish to make a bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidder's list.

We hereby submit a "No Bid" because:

- 1. We do not wish to bid under the terms and conditions of the invitation for bid documents.
- 2. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 3. We do not sell the item(s) on which bids are requested.
- 4. Other: (Please explain) _____

- 5. Delete us from the Bidder's list.

Firm _____

Signature of Authorized Representative