

	<b>INVITATION FOR BID</b>	Solicitation #	<b>IFB 2122-021</b>
		Date Issued	<b>May 10, 2022</b>
		Procurement Director	<b>Shealyn Barnes</b>
		Phone	<b>(864) 941-5793</b>
		E-Mail Address	<b>barness@gwd50.org</b>
DESCRIPTION	<b>Chemical Supplies for Food Service</b>		

*The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"*

SUBMIT OFFER BY	<b>Thursday, May 26, 2022 at 2PM</b>
SUBMIT QUESTIONS BY	<b>Thursday, May 19, 2022 at 2PM</b>
NUMBER OF COPIES TO BE SUBMITTED	<b>One (1) Original</b>

**Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.**  
**SUBMIT YOUR SEALED OFFER TO:**

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
<b>MAILING ADDRESS:</b> Greenwood School District #50 Purchasing Department PO Box 248 Greenwood, SC 29648	<b>PHYSICAL ADDRESS:</b> Greenwood School District #50 Purchasing Department 1855 Calhoun Road Greenwood, SC 29649

CONFERENCE TYPE: <b>N/A</b> DATE & TIME: As appropriate, see Conferences – Pre-Bid/Proposal & Site Visit provisions	LOCATION:
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address listed above on or about June 3, 2022
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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 **sixty (60) calendar days** after the Opening Date.

NAME OF OFFEROR:  AUTHORIZED SIGNATURE:  TITLE:  PRINTED NAME:	OFFERORS TYPE OF ENTITY: (Check one) <ul style="list-style-type: none"> <li><input type="checkbox"/> Sole Proprietorship</li> <li><input type="checkbox"/> Partnership</li> <li><input type="checkbox"/> Corporate entity (not tax-exempt)</li> <li><input type="checkbox"/> Tax exempt corporate entity</li> <li><input type="checkbox"/> Government entity (federal, state, or local)</li> <li><input type="checkbox"/> Other _____</li> </ul>
DATE SIGNED	(See "Signing your Offer" provision)

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

STATE OF INCORPORATION	
TAXPAYER IDENTIFICATION NO.	

COVER PAGE (August 2008)

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.) (See "Notice" clause)	
	Phone	
	Fax	
	E-Mail	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)	
	ORDER FAX #	
<input type="checkbox"/> Payment Address Same as Home Office Address	<input type="checkbox"/> Order 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 Notice Address (check only one)	

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date
	Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision					
Amendment #		Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days	20 Calendar Days	30 Calendar Days	_____ Calendar Days
	%	%	%	%

MINORITY PARTICIPATION	Are You a South Carolina Certified Minority Vendor? (Yes or No):	
	If Yes, South Carolina Certification #	
	Are You a Non SC Certified Minority Vendor? (Yes or No):	

PAGE TWO (August 2008)

**SOLICITATION OUTLINE**

- I. Scope of Solicitation**
- II. Instructions to Offerors**
  - A. General Instructions**
  - B. Special Instructions**
- III. Scope of Work / Specifications**

- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
- A. General
- B. Special
- VIII. Bidding Schedule / Price - Business Proposal
- IX. Attachments to Solicitation

## I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT/ SERVICES: The purpose of this solicitation is to establish a source or sources of supply for services or the purchase of new supplies and/or equipment as listed.

**Establish a source for the purchase of chemicals for Food Service.**

## II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS: *(Except As Otherwise Provided Herein, The Following Definitions Are Applicable To All Parts Of The Solicitation.)*

Amendment: means a document issued to supplement the original solicitation document.

Board: means the Board of Trustees of Greenwood School District 50.

Buyer: means the Procurement Officer.

Change Order: means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

Contract: See clause entitled “Contract Documents & Order of Precedence.”

Contract Modification: means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor. Contractor: means the Offeror receiving an award as a result of this solicitation.

Cover Page: means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

Days: means calendar days.

District: means Greenwood School District 50.

Offer: means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

Offeror: means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

Page Two: means the second page of the original solicitation, which is labeled Page Two.

Procurement Officer (Or Chief Procurement Officer): means the person, or his successor, identified as such on the Cover Page.

Procurement Or Purchasing Office: means the Greenwood School District 50 Purchasing Department.

You And Your: means Offeror.

SFA – means “School Food Authority” as the political subdivision or non-profit legal entity (public school district, public charter school, private/parochial school, residential child care institution, etc.) participating in one or more of the USDA Child Nutrition Programs.

Subcontractor: means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

Work: means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of amendments: <http://www.gwd50.org>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3)

by letter, or (4) by submitting a bid that indicates in some way that the 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 any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

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

**BOARD AS PROCUREMENT AGENT:** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the District acting on behalf of the District pursuant to the Greenwood School District 50 Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

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

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification

[As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

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

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**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 Officer of the District or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the District Purchasing Office prior to the bid opening.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**ETHICS ACT:** By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a)

Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

**OMIT TAXES FROM PRICE:** Do not include any sales or use taxes in Your price that the District may be required to pay.

**PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

**PUBLIC OPENING:** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

**QUESTIONS FROM OFFERORS:** (a) Any prospective Offeror desiring an explanation or interpretation of the Solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**REJECTION/CANCELLATION:** The District may cancel this solicitation in whole or in part. The District may reject any or all 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) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

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

**RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the District or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to the District or its employees, agents or officials prior to award.***

**SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**DISTRICT OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<http://www.gwd50.org>

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or

portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAXPAYER IDENTIFICATION NUMBER:** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If

a  
TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

**PROTEST:** Any protest must be submitted in writing to the Chief Procurement Officer, Greenwood School District 50, (a) by email to [barness@gwd50.org](mailto:barness@gwd50.org) by facsimile at (864) 941-5793 or (c) by post or delivery to PO Box 248, Greenwood, SC 29648 or 1855 Calhoun Road, Greenwood, SC 29649.

**CLARIFICATION:** The Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

### **III. SCOPE OF WORK / SPECIFICATIONS**

#### **SCOPE:**

The purpose of this solicitation is to establish a source for the purchase of chemical supplies for Food Service.

**Protection of Person and Property:** The contractor shall take every precaution necessary to assure the protection of both persons and property while performing under this contract. The contractor shall be responsible for the repair of any damage caused to District property, utilities, etc. as a result of work performed under this contract, at no cost to the SFA.

#### **Contractor Responsibilities:**

1. All forms of tobacco products, alcohol, and drugs shall not be allowed on SFA's premises.
2. Guns, knives, or other dangerous weapons shall not be allowed on SFA's premises.
3. Contractor shall obtain a full criminal background check for contractor's employees and other persons carrying out the contract on the contractor's behalf. The contractor shall not permit employment of any person with a criminal record without written permission of the SFA. Upon request of the SFA, the contractor shall provide proof that such background checks were executed and the restrictions on employment mandated by the SFA were followed. Contractor shall be responsible for cost associated with background checks.
4. Contractor shall not permit employment of any person with felony drug convictions or with convictions on associated or directed weapons charges.
5. The successful contractor, his employees, and all subcontractors should possess and display proper identification while on SFA property.

**Civil Rights Provisions:** The contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended.

The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract,

contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, age, or disability.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free at (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; or 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**Federal EPA Requirements:** The contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

**Retention of Records:** The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The SFA, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

**Buyer-Contractor Relationship:** Under arrangements of this contract, it is the contractor's responsibility to represent the interest of the SFA and interface with packers on problems relating to product pack and quality, make purchases of specified items at the lowest prices, including freight, and to promote the introduction of new items, either by packer or distributor representatives.

**Volume:** The total quantity shown herein are estimated requirements for the contract period and the District does not obligate itself to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. The District requirements may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.

The quantities stated herein are based on actual historical data derived from prior purchases for the school district during the preceding twelve (12) month period. Since the District is providing estimated quantities only, the food service director and the contractor should work closely together to provide as much accuracy as possible in adjusting quantities so that the contractor should not be left with an extreme overage or underage of products.

Holiday Deliveries (Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the SFA and the successful contractor.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise. A designated school receiver shall sign each delivery ticket. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage. Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery. Drivers and helpers shall deliver merchandise into designated storage areas.

**Site Visits:** The SFA reserves the right to make site visits to successful contractor's operation facilities prior to and after award. Site visit may include:

- A. Walk through of warehouse and storage facilities.
- B. Inspection and review of delivery fleet capabilities.

**Sanitation Requirements:** School officials may routinely inspect Contractor's warehouse and trucks. The warehouse and truck shall be clean, be free of insects and rodents, and be adequate for storing and delivering products.

**Facilities and Equipment:** The contractor shall have adequate warehouses to supply products.

**Service Levels:** Successful contractor shall fill all original orders at a monthly average of 97% or above on the scheduled day. The remaining 3% shall be delivered within 24 hours of the scheduled delivery day.

*Buy American Provision: Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals serves in the NSLP and SBP.*

**Product To Be Supplied:** Award will be made to the lowest responsible and responsive bidder for an approved brand on the lowest net price. Should a condition arise where the product originally contracted can no longer be supplied by the contractor, application for substitution another brand under the contract at an equal or lower price must be submitted to the Director of Food Service for the District and upon his/her approval, the substitution will be allowed. Substitution of product not approved by the food service director will result in the cancellation of the contract. Requests for substitutions and out of stock items should be kept to a minimum. Repeated requests for substitution of product originally bid in this contract may be grounds for prohibiting a contractor to submit bids with the District for items on the next bid.

**Out-of-Stock Conditions:** Successful contractor may deliver a product equal or superior to the out of stock item. Item must be delivered at a price equal to or lower than price bid. The Food Service Director for the District must be notified at least 24 hours in advance of out-of-stock condition and he/she must approve the product being replaced. If a substitute product is not approved by the director of food service, the District shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. The contractor shall have no basis to complain that the substituted product purchased could have been purchased at a lower price.

**Product Protection Guarantees:** The District has "automatic" product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

**Error in Bid:** In case of an error in the price extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening.

**Non-Appropriations:** Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year or appropriated period.

**Unit Prices Required:** Unit price to be shown for each item. Unit prices will govern over extended prices unless otherwise stated in the bid invitation.

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

**Payments:** Once a month.

## **Specifications:**

### **METAL SAFE SOLID DISHWASHING MACHINE DETERGENT**

This product should be top of the line heavy-duty non-chlorinated machine ware washing compound. Product is to be non-phosphate, and not liquid. Product is to be dispensed automatically. Must be a closed system where no product handling is required. Product packaged 4 -1 gal jugs per case.

### **RINSE ADDITIVE FOR DISH MACHINE**

This product should be a top of the line drying agent to accomplish reduction in surface tension of water, thus eliminating spotting and streaking and with rapid sheeting action. Product must be dispensed through preset rinse injector, which maintains the correct concentration of drying agent regardless of varying water pressures. Product packaged in five (5) gallon pail.

### **MANUAL POT AND PAN DETERGENT**

Product is top of the line, highly concentrated, liquid hand dishwashing detergent. Product must be effective in hot or cold, hard or soft water. Product must produce long lasting suds effective at dilutions as low as 1 ounce per 10 gallons. Product should rinse freely leaving no film or residue. It must be completely safe on all surfaces. After use, pots and pans should dry without spotting or streaking. Product must be gentle on hands. It should be dispensed automatically with one (1) ounce wall pump in compliance with Health Department. Product packaged in five (5) gallon pail.

### **HEAVY DUTY DEGREASER**

Product should be top of the line ready to use formula created to clean ovens, hoods, grills, fryers and other cooking equipment. It must be non-flammable. Foam spray application which leaves no film or residue. Product should be packed in four (4) one gallon plastic containers.

### **DELIMER**

Product should be top of the line concentrated phosphoric liquid acid cleaner able to penetrate and dissolve light to medium scale build-up in dish machines. It should be free rinsing and leave no film. There should be non foaming action at temperatures over 100 degrees F. Acid (s) in the formulation must be classified as Food Grade. The product should have no objectionable fumes or gases. The product shall be safe to use on metals in accordance with manufacturer's dilution ratio. No hydrochloric acid. Product should be packed in four (4) one-gallon plastic containers per case.

### **QUATERNARY AMMONIUM SANITIZER**

Product should be top of the line concentrated liquid quaternary food service sanitizer for use in three compartment sink system and spray bottles. Concentration of 1 ounce per 4 gallons should achieve 200 ppm ready to use solution as approved by DHEC. Product should be packaged four (4) one-gallon.

### **STAINLESS STEEL CLEANER/POLISH**

Product is a liquid stainless steel cleaner. Product should be non-silicone oil based must clean and polish in one product. Product should be for use on any stainless steel surface. Product packaged six (6) quarts per case.

### **FLOOR CLEANER**

Product contains cleaner and microbial components that work effectively together in solution. Product is for one-step cleaning. Product is packaged in portion control pouch. Product eliminates odors and reduces

slip/fall accidents. Product will also reduce drain-line odors. It shall have no deleterious effect on marble, terrazzo, quarry tile, rubber tile, vinyl tile, and linoleum, epoxy resin floors, porcelain enamel, and enamel painted surfaces. Product is packaged in thirty (30) 2.6oz portion control pouches per case. Product must be “Clearly Better Sure-Foot EZ”

### **FREEZER AND FOOD LOCKER CLEANER**

Product is designed for use in frozen food lockers with temperatures near 10 degrees F range. Product can be applied with brush, mop, spray equipment, or floor scrubbing machines. Product is packaged in four (4)-1 gallon jugs per case.

### **COOPERATIVE PURCHASING**

The Governmental Agencies listed below may at their discretion enter into a contract with the successful bidder(s) as part of a Cooperative Purchasing Agreement through this solicitation: Greenwood School District 52. The contract will be a cooperative agreement. The district reserves the right to include any additional school districts under the S.C. Procurement Code during the term of the contract. The Greenwood School District 50 Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful bidder/proposer and the other public procurement unit. No other public procurement unit is required to make use of this capability as participation is at the discretion of the other public procurement unit. The District shall not guarantee the participation of another public procurement unit nor be responsible for any resulting business or non-business with any other entity. Purchase Orders, delivery arrangements, payments and any other type of contractual documentation or performance shall be the responsibility of the actual participating public procurement unit, not Greenwood School District 50. The successful bidder/proposer shall hold harmless Greenwood School District 50, its employees, Administration, Board of Trustees and its representatives for any loss or damage as the result of the action or inaction of another public procurement unit

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; Attachment B, Vendor Profile, and Questionnaire and any appropriate attachments addressed in section IX. Attachments to Solicitations.

##### **Submission of a Bid:**

Bids MUST be submitted in compliance with the following criteria:

- A. Bids must be submitted signed and sealed to the location specified on the Invitation for Bid. The solicitation number and opening date shall be noted on the face of the envelope.
- B. Fax or e-mail bids will **not** be accepted.
- C. Completion of Forms/Correction of Errors: All prices and notations must be written 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.
- D. Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B
- E. Completed Bidding Schedule
- F. Completed Bidder's Statement of Assurances and Compliances Form
- G. Completed Contract Manager Information Form
- H. All bids should be complete and should convey all of the information requested by the District. If significant errors are found in the Offeror's bid, or if the bid fails to conform to the essential requirements of the IFB, the District and the District alone, will be the judge as to whether the variance is significant enough to reject the bid. Bids which included either modifications to any of the contractual requirements of the IFB or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

**Signing Your Offer:** Every offer must be signed by an individual with actual authority to bind the offeror.

**Taxpayer Identification Number (TIN):** Every offer must include the Taxpayer Identification Number (TIN) in the Bidding Schedule. "Taxpayer Identification Number, (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax or other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

## V. QUALIFICATIONS

### QUALIFICATION OF OFFEROR:

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

**Subcontracting:** No portion of the work shall be subcontracted without prior written consent of the SFA. In the event the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SFA with the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

## VI. AWARD CRITERIA

### AWARD CRITERIA – BIDS:

A single award will be made to the lowest responsive and responsible bidder for all items. Failure to bid every item will be reason for rejection of bid.

## VII. TERMS AND CONDITIONS – A. GENERAL

**ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**CHOICE-OF-LAW:** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other

document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**DISCOUNT FOR PROMPT PAYMENT:**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

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

**NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the District to indemnify anyone.

**NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to

contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT:** (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with the District's Procurement Code. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PUBLICITY:** Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

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

**SETOFF:** The District shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract, any other contract with the District, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

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

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY:** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

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

## VII. TERMS AND CONDITIONS – B. SPECIAL

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

**Insurance Requirements:** The contractor shall provide and maintain during the entire period of performance under this contract, the following minimum insurance:

- A. **Worker's Compensation:** Coverage of all individuals engaged in any work under this contract, and meeting the requirements of S.C. Law regarding worker's compensation insurance as statutory required by law, including employee liability coverage up to \$1,000,000.
- B. **Comprehensive General Liability:** The contractor shall have in effect during at all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractors liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per occurrence.
- C. **Comprehensive Automobile Liability:** Limits of coverage shall not be less than \$1,000,000 combined single limit per accident.

**Termination:** Subject to the provisions below, the contract may be terminated for any reason by the SFA providing a thirty (30) day advance notice in writing is given to the contractor.

- A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the SFA without the required thirty (30) days advanced written notice, then the SFA may negotiate reasonable termination costs, if applicable.
- B. **Termination for Cause:** Termination by the SFA for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

**Default:** In case of default by the contractor, the SFA has the right to purchase any or all items in default in the open market, charging the contractor with any additional cost. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and usually

severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

**S.C. 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 successful bidder agrees to subject him/herself 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, licenses, or fees levied by the State.

**Hold Harmless:** The contractor shall hold the district harmless from any and all damages and claims that may arise by reason of any negligence on the part of the contractor, his agents or employees in the performance of the contract.

**Competition:** This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify the school food service director for the District in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

**Bidders Qualification:** Bidders must, upon request of the District, furnish satisfactory evidence of their ability to furnish products in accordance with the terms and conditions of these specifications. The District reserves the right to make the final determination as to the bidder's ability to provide the products requested herein.

**Bidder Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

**Term/Option to Extend:** Initial contract period: **July 1, 2022 – June 30, 2023**

This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. The extensions may be less than, but will not exceed four (4) additional one year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the Greenwood School District 50 Procurement Office of its intention in writing ninety (90) days prior to the anniversary date.

A single award will be made from acceptable low bids to cover the entire requirements during the contract period. This is an all-or-none bid. A bidder must submit price quotations on every item specified to be considered a responsive bidder. The award will be made to the lowest responsive bidder whose products meet the specified quality standards.

**Do Not** include sales taxes in your bid.

Bid prices shall remain firm for the first year of the contract.

Upon mutual agreement between the District and company, the company shall pass on product cost increases not to exceed 5% during the renewal year (s). The company must supply documentation from the manufacturer to support a price increase.

Greenwood School District 50 reserves the right to cancel the contract and re-bid.

The company must supply Material Safety Data Sheets for all products for each cafeteria.

The company must supply Instructional Wall Charts for the dish machine and pot sink area.

All property or services furnished MUST comply with all applicable Federal, State and local laws, codes and regulations.

**ORDERS:**

The District School Food Services Office will place all orders. No minimum order will be required nor a minimum order charge allowed.

**DELIVERY:**

All shipments shall be FOB to each individual school location as cited on the attached sheet. The product shall be delivered to the school making the order.

Deliveries will be made once per week on the day agreed upon by the School Food Services Director and the successful bidder. Deliveries shall be made to the receiving area of individual school kitchens between the hours of 7:30 a.m. and 2:00 p.m.

**INVENTORY ON HAND:**

The following alternative is suggested for handling existing chemical products in our schools:

Any inventory of the present contracted company's chemicals will be depleted prior to ordering the new awardees chemicals. Chemicals will be compiled and moved to one (or more) locations in order to deplete the inventory that was on hand at the end of school. The existing dispensing equipment will be removed by July 1, 2022 in all locations where there is no inventory to use by the current vendor.

**INVOICES:**

The District School Food Services Office pays invoices for the purchase of chemical supplies on a monthly basis. No invoices will be paid until goods are received. If incomplete orders are delivered, please invoice each shipment separately.

Manager, or designated person at the school level, must sign the invoice before payment will be issued. Any claims for loss or damage shall be between the contractor and the carriers.

Three copies (one original and two copies) of invoices must be left at the school at time of delivery.

All items on delivery tickets must be billed according to description of item quoted on the bid. Unit prices for all items shall be recorded and invoices shall be accurately extended.

Invoices should not be mailed to individual schools.

Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval

after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

**SERVICE REQUIREMENTS:**

The successful vendor shall provide and install all equipment necessary for dispensing proper levels of products. Any plumbing or electrical connections shall meet specifications of the prevailing codes.

**Dispensing equipment must be installed in all Greenwood School District 50 Schools by July 12, 2022**

**All such equipment shall be maintained by the vendor.**

The vendor shall be accessible by phone and capable of corrective maintenance within 24 hours without cost for parts, travel or labor. A service technician shall live within a 50-mile radius of Greenwood County, South Carolina.

In addition to furnishing, installing and maintaining all product dispensing equipment, the successful vendor shall assume the responsibility for servicing all dishwashers and manual pot sink dispensing equipment as outlined below:

- A. Service on all dishwasher machines in the district is required on a monthly basis plus emergency service as requested.
- B. Check and clean wash arms, rinse arms and final rinse spray jets and adjust if necessary.
- C. Check temperature of wash tank and final rinse. Check overflow covers to make sure they are clean and functioning properly.
- D. Check the final rinse pressure and set accordingly.
- E. Instruct operators in proper procedures involving racking, scrapping, pre-rinse, cleaning the machine and general instructions to those who are concerned with washing dishes.
- F. Check detergent and rinse pumps to ensure that they are working properly and that a minimal amount of product is being dispensed to adequately clean all dishes.
- G. Make minor repairs and report all malfunctions of equipment to the district food services office.
- H. The Vendor's service technician shall prepare and submit after each service visit a written, signed report indicating the following: (emailed to Director of Child Nutrition)
  - 1. Date of service
  - 2. Premises serviced
  - 3. Person or persons rendering service in behalf of vendor
  - 4. Signature of building representative present during the service visit.
- I. All service, regular or special, shall be rendered at such times as shall not interfere with employees and other persons in and about the premises.

The contract distributor(s) are encouraged to present or demonstrate new products or concepts to the District School Food Services Director. New products should not be delivered or distributed at the school level without district office approval.

**DILUTION FORMULA FOR CHEMICALS**

1. Dishwashing Detergent: \_\_\_\_\_ oz. per 10 gallons of water at \$ \_\_\_\_\_ per oz.
2. Rinse Additive: \_\_\_\_\_ oz. per 10 gallons of water at \$ \_\_\_\_\_ per oz.
3. Pot and Pan Detergent: \_\_\_\_\_ oz. per 10 gallons of water at \$ \_\_\_\_\_ per oz.
4. Sanitizer: \_\_\_\_\_ oz. per 10 gallons of water at \$ \_\_\_\_\_ per oz.
5. Floor Cleaner: \_\_\_\_\_ oz. per 10 gallons of water at \$ \_\_\_\_\_ per oz.

### **CONVERSION FORMULAS USED FOR USAGE COST**

PRICE/OZ / 10 X 25 = Cost to set up dish machine per meal = This is used for #1 & #2 (25 gallons is the standard gallons for most dishwasher tanks)

PRICE/OZ / 10 X 20 = Cost to set up pot and pan sink = This is used for #3 & #4 (20 gallons is the standard gallons for most pot sinks and sanitizing sinks)

PRICE/OZ / 10 X 5 = Cost to fill one mop bucket = This is used for #5 (5 gallons is the standard size for mop buckets)

VIII. Bidding Schedule 2122-021 Chemical Supplies for Food Service

Item #	Description	Manufacture/ Product Name	Unit	Package Size	Estimated Annual Usage	Unit Price	Extended Price
1	<p><b>Metal Safe Solid Dish machine Detergent:</b> Top of the Line Heavy-duty nonchlorinated machine ware washing compound. Non-phosphate, Not liquid. Product to be dispensed automatically. Must be a closed system where no product handling is required. 4 -1 gal jugs per case.</p>	_____	case	_____	100 cases	_____	_____
2	<p><b>Rinse Additive:</b> Top of the Line drying agent to accomplish reduction in surface tension of water, thus eliminating spotting and streaking and with rapid sheeting action. Dispenses through preset rinse injector, which maintains the correct concentration of drying agent regardless of varying water pressures. Five (5) gallon pail.</p>	_____	pail	_____	100 pails	_____	_____
3	<p><b>Manual Pot and Pan Detergent:</b> Top of the Line highly concentrated, liquid hand dishwashing detergent. Effective in hot or cold, hard or soft water. Long lasting suds effective at dilutions as low as 1 ounce per 10 gallons. Rinses freely leaving no film or residue. Completely safe on all surfaces. Dries without spotting or streaking. Gentle on hands. Dispensed automatically with one (1) ounce wall pump in compliance with DHEC. Five (5) gallon pail.</p>	_____	pail	_____	100 pails	_____	_____

Pricing Continued on next page...

Item #	Description	Manufacture/ Product Name	Unit	Package Size	Estimated Annual Usage	Unit Price	Extended Price
4	<p><b>Heavy Duty Degreaser:</b></p> <p>Top of the Line ready to use formula created to clean ovens, hoods, grills, fryers and other cooking equipment. Nonflammable. Leaves no film or residue. Foam spray application. Four (4) one gallon plastic containers.</p>	_____	case	_____	100 cases	_____	_____
5	<p><b>Delimer:</b></p> <p>Top of the line concentrated phosphoric liquid acid cleaner able to penetrate and dissolve light to medium scale build-up in dish machines. Free rinsing, no film Non-foaming action at temperatures over 100 degrees F. Acid (s) in the formulation. shall be classified as Food Grade. No objectionable fumes or gases. The product shall be safe to use on metals in accordance with manufacturer's dilution ratio. No hydrochloric acid. Four (4) one-gallon plastic containers per case.</p>	_____	case	_____	60 cases	_____	_____
6	<p><b>Quaternary Ammonium Sanitizer:</b></p> <p>Top of the Line concentrated liquid quaternary ammonia food service sanitizer for use in three compartment sink system and spray bottles. Concentration of 1 ounce per 4 gallons should achieve 200 ppm ready to use solution as approved by DHEC. Four (4) one-gallon.</p>	_____	case	_____	50 cases	_____	_____

Pricing Continued on next page...

Item #	Description	Manufacture/ Product Name	Unit	Package Size	Estimated Annual Usage	Unit Price	Extended Price
7	<b>Stainless Steel Cleaner/Polish:</b> Liquid stainless steel cleaner. Non- silicone oil based must clean and polish in one product. For use on any stainless steel surface. 6 quarts per case	_____	case	_____	15 cases	_____	_____
8	<b>Floor Cleaner:</b> Product contains cleaner and microbial components that work effectively together in solution. One-step cleaning. Portion control pouch. Eliminates odors. Reduce slip/fall accidents. Reduce drain-line odors. Shall have no deleterious effect on marble, terrazzo, quarry tile, rubber tile, vinyl tile, and linoleum, epoxy resin floors, porcelain enamel, and enamel painted surfaces. Single portion control pouch. Thirty (30) 2.6oz portion control pouches per case. Must be "Clearly Better SureFoot EZ"	_____	case	_____	20 cases	_____	_____
9	<b>Freezer and Food Locker Cleaner:</b> Designed for use in frozen food lockers with temperatures near 10 degrees F range. Can be applied with brush, mop, spray equipment, or floor scrubbing machines. 4-1 gallon jugs per case.	_____	case	_____	10 cases	_____	_____
<b>Total Bid Price</b>							

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

Authorized Signature \_\_\_\_\_

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

**IX. ATTACHMENTS TO SOLICITATION**

**BIDDER'S STATEMENT OF ASSURANCES AND COMPLIANCES**

The undersigned, as a responsive bidder, certifies that the general and special conditions of this bid have been read and understood. The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document; and
2. Currently complies with all applicable Federal and State laws and regulations relative to non-discrimination in employment practices; and
3. Is not guilty of collusion with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted; and
4. That such agent, as indicated below, is officially authorized to represent the firm in whose name the bid is submitted.

NAME OF FIRM: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

SIGNATURE OF AGENT: \_\_\_\_\_

PRINTED NAME OF AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EXT: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACT MANAGER INFORMATION**

Please provide name of contact person of whom to contact should problems arise as to delivery, service, price, etc.

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE # \_\_\_\_\_

NAME: \_\_\_\_\_

(Company Representative and Title)

SIGNATURE: \_\_\_\_\_

## Greenwood School District 50 Sites

School Name	Location
Early Childhood Center	1125 East Cambridge Avenue, Greenwood, SC 29646
Hodges Elementary School	4717 Main Street, Hodges, SC 29653
Pinecrest Elementary School	220 East Northside Drive, Greenwood, SC 29649
Lakeview Elementary School	660 Center Street, Greenwood, SC 29649
Mathews Elementary School	725 Marshall Road, Greenwood, SC 29646
Merrywood Elementary School	329 Deadfall Road West, Greenwood, SC 29649
Rice Elementary School	1802 East Durst Avenue, Greenwood, SC 29649
Dr. Benjamin E. Mays Elementary School	1608 Florida Avenue, Greenwood, SC 29646
Woodfields Elementary School	1032 Emerald Road, Greenwood, SC 29646
Brewer Middle School	1000 Emerald Road, Greenwood, SC 29646
Northside Middle School	431 Deadfall Road West, Greenwood, SC 29649
Westview Middle School	1410 West Alexander Road, Greenwood, SC 29646
Emerald High School	150 Bypass 225, Greenwood, SC 29646
Greenwood High School	1816 Cokesbury Road, Greenwood, SC 29649
Genesis Education Center	400 Glenwood Street, Greenwood, SC 29649

**Amy Stabler, Child Nutrition Services Director - 864-941-3471**

## ATTACHMENT “A”

### OFFEROR’S CHECKLIST

*AVOID COMMON MISTAKES!*

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ MAKE SURE YOUR OFFER DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT’S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: “SUBMITTING CONFIDENTIAL INFORMATION.” DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

<p>This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do <u>not</u> need to return this checklist with your offer.</p>
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## ATTACHMENT B

## VENDOR PROFILE & QUESTIONNAIRE

The Offeror must complete this profile & questionnaire which may be used in the evaluation process to help determine if an offeror is responsible.

<b>Vendor Name</b>	
<b>Years in business under this name</b>	
<b>Current licenses:</b>	

### REFERENCES

The references provided below should reflect services of similar scope and size within the last 3 years.

#### *Reference #1*

<b>Company Name</b>			
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Contact Name</b>		<b>Title</b>	
<b>Contact Phone</b>		<b>E-Mail</b>	
<b>Description &amp; Date of Services</b>			

#### *Reference #2*

<b>Company Name</b>			
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Contact Name</b>		<b>Title</b>	
<b>Contact Phone</b>		<b>E-Mail</b>	
<b>Description &amp; Date of Services</b>			

#### *Reference #3*

<b>Company Name</b>			
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Contact Name</b>		<b>Title</b>	
<b>Contact Phone</b>		<b>E-Mail</b>	
<b>Description &amp; Date of Services</b>			