

<b>Williamsburg County School District</b>	<b>Invitation for Bid</b>	Solicitation Number:	WCSD201920-12
		Date Issued:	May 28, 2020
		Procurement:	Michael R. Barrineau
		Food Service Director:	Nicole G. Giles
		Phone:	843-355-5571 Ext 6201
		E-Mail Address:	ngiles@wcsd.k12.sc.us

DESCRIPTION: **To install/ remove freezers and/or cooler in 3 Williamsburg County Schools.**

*The Term "Offer" Means Your "Bid" or "Proposal". All offers must be submitted in a sealed package. Envelope should be plainly marked "Freezer/Cooler Bid" with Date and Time of Opening.*

<b>SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:</b>	
<b>MAILING ADDRESS:</b> Nicole G. Giles Williamsburg County School District 500 N. Academy Street, Building A Kingstree, SC 29556	<b>PHYSICAL ADDRESS:</b> Nicole G. Giles Williamsburg County School District 500 N. Academy Street, Building A Kingstree, SC 29556

TYPE OF CONTRACT: BOTTOM LINE FIRM PRICE CONTRACT

BIDS MUST BE RECEIVED NO LATER THAN 10:00 am on June 18, 2020

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

CONTRACT PERIOD: EFFECTIVE June 20, 2020 – August 1, 2020

<b>CONFERENCE TYPE: Walk-Thru</b> DATE & TIME: June 8, 2020 at 10am	<b>LOCATION:</b> WM Anderson Primary School 500 Lexington Ave, Kingstree, SC 29556
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<b>AWARD &amp; AMENDMENTS</b>	Intent to award will be posted no later than June 25, 2020. The award, this solicitation and any amendments may be posted at the following web address: <a href="https://vrapp.vendorregistry.com/Bids/Manager/BidsList?MenuItem=Solicitations">https://vrapp.vendorregistry.com/Bids/Manager/BidsList?MenuItem=Solicitations</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

<b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
<b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	<b>TAXPAYER IDENTIFICATION NO.</b>  (See "Taxpayer Identification Number" provision)	
<b>TITLE</b>  (business title of person signing above)		
<b>PRINTED NAME</b>  (printed name of person signing above)	<b>DATE SIGNED</b>	<b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)

<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b> (See "Signing Your Offer" provision.)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

**PAGE TWO**

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

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension                      Facsimile
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address <b>(check only one)</b>	___ Order Address same as Home Office Address ___ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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End of Page Two

## I. GENERAL INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

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

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

(B)(i) Has been authorized, in writing, to act as agent for the offeror’s principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term “principals” means the person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal];

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

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

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

### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

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

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them

for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

(4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph 1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement 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 or his/her designee has declared that the time set for opening has arrived, shall be rejected.

**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 Williamsburg County School District Board of Trustees.

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.

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. PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments. 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.

**DISTRICT CLOSINGS:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement 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 the 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.

**DRUG FREE WORK PLACE CERTIFICATION:** The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed Bid, you are certifying that you will comply with this Act. (See Section 44-10730)

**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 (CERTIFICATE):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

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

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

**PROCUREMENT CODE AVAILABLE:**

Williamsburg County School District  
Attention: Michael R. Barrineau  
500 N Academy Street  
Kingstree, SC 29556

**PROTESTS:** (a) Solicitation – 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. (b) Intent to Award – 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, submitted to the appropriate chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

**PROTEST – ADDRESS:** Any protest must be submitted in writing to Wendy R. Fulton, Director of Finance, PO Box 1067 / 500 N Academy Street, Kingstree, SC 29556

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

**RESPONSIVENESS / IMPROPER OFFERS:**

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

(b) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. (Article 5, Section 1520.13)

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

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

**RESTRICTIONS APPLICABLE TO OFFERORS:** 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, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. 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 any other District employees, agents or officials prior to award.

**SIGNING YOUR OFFER:** Every Offer must be signed by the 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 venture 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.

**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 30-440(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 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 Article 5, Section 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 School District of Newberry County, 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 offeror. (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 e-mail 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. (g) It is the Offeror’s responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

**UNIT PRICE:** Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

**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. The withdrawal and correction of Offers is governed by the District’s Procurement Code Article 5 Section 1520.7.1.

**MATERIALS, EQUIPMENT AND EMPLOYEES.** The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. No materials containing asbestos shall be used. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

c. No changes shall be made in the Work except upon written approval and change order of the Designer/Owner.

d. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

e. The contractor shall designate a foreman/superintendent who shall direct the work.

#### **CODES, PERMITS AND INSPECTIONS**

a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

b. All work under this contract shall conform to the South Carolina State Building Code and other state and national codes as are applicable.

#### **SAFETY REQUIREMENTS**

a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

b. The Contractor shall adhere to the rules, regulations and interpretations of the South Carolina Department of labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of South

Carolina 95-126 through 155.

c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and South Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work. GC-2

d. The Contractor understands and acknowledges the worksite will be an occupied primary, elementary, and middle/high school campus at all times throughout the project and will make appropriate accommodations to ensure the safety of students, staff, and visitors to the campus.

#### EQUAL OPPORTUNITY

a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

b. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

c. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the South Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with Article 2 of Chapter 64 of the South Carolina General Statutes.

#### INSURANCE

The vendor shall agree to hold harmless, indemnify and defend the Williamsburg County School District, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The vendor shall agree to maintain sufficient comprehensive general liability insurance, naming the Williamsburg County School District, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Procurement Officer by an appropriate certificate-of- insurance issued by the vendor's insurance agent.

Further, the vendor shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime vendor and subcontractor shall agree to hold harmless, indemnify and defend the Williamsburg County School District, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work on the project (job), the vendor shall insure that all subcontractors, agents or assigns of the vendor, maintain sufficient comprehensive general liability insurance, naming the Williamsburg County School District, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of insurance shall be given to the Procurement Officer by an appropriate certificate- of-insurance issued by applicable entity's insurance agent.

With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract/purchase order agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the vendor.

The successful firm shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm shall require all subcontractor(s) also to provide worker's compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.



## INVOICES FOR PAYMENT

Final payment will be made within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Williamsburg County School District  
Attention: Nicole Giles, Food Services Director  
500 North Academy Street  
Kingstree, SC 29556  
Telephone Office (843)355-5571ext. 6102  
Send all inquiries to ngiles@wcsd.k12.sc.us

## CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

## GUARANTEE

a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period. c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

## CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor. SUPPLEMENTARY

## GENERAL CONDITIONS

### TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer and shall fully complete all work hereunder within 30 consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner One Hundred Dollars (\$100.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

**ATTACHMENTS TO BID:**

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the business submitting the offer.

**SEALED BID – DO NOT OPEN**  
**Solicitation No: WCSD201920-11**  
**WCSD Freezer/Cooler**



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



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

## II. SCOPE OF WORK

**Mandatory Site Visit Is Required!** Pre-bid meeting and site visits scheduled for **10:00am, Monday, June 8, 2020** will start at WM Anderson Primary School, 500 Lexington Ave., Kingstree, SC 29556.

The School District of Williamsburg County, will be procuring a cooler and/or freezer for CE Murray Middle/High, Greeleyville Elementary, and WM Anderson Primary School.

### Contact Information:

Hank Fisher

Griffin Marketing Group, Inc.

Email : [hank@griffinreps.com](mailto:hank@griffinreps.com)

Cell : [704-701-4197](tel:704-701-4197)

Office: [704-603-4556](tel:704-603-4556)

### **Greeleyville Elementary School Cooler Specifications:**

American Panel 7'-9" X 7'-9" X 7'-6" high. Outdoor 35° F Cooler, model #187360A. w/ 1/8" Diamond Aluminum Tread plate (Intg.) interior finish. Interior wall finish to be 26 ga. Stucco acrylume, interior ceiling to be 26 ga. Stucco acrylume, exposed exterior to be 26 ga. Stucco acrylume, unexposed exterior to be 26 ga. Stucco acrylume.

(1) 34" X 75" flush mount magnetic in fitting door with cam-rise hinges, pad lockable deadbolt handle (exterior doors only), door closer, brushed hardware, frame heater wire, dial thermometer, vapor proof light and switch with pilot light.

Accessories to include:

- (1) ¾" Plywood Underlayment in Floor Panel (not available with 2" floors)
- (1) Vinyl Membrane Rain Roof Flat (51-100 sq ft) Single Room
- (1) One-Way Pitch (Sloped ¼"/ft.) (51-100 sq ft) Single Room
- (1) Flex. Strip Curtain up to 36" x 77" Opening
- (2) 1/10" alum tread plate on 46" Door/Frame (36" high)
- (1) (3) Spring-Loaded Hinges per Door
- (1) LED Light Fixture Cooler & Freezer 48" 2-lamp (-40°F or higher operating temp.)
- (2) Trim Strips 3" x 3" to match exterior box finish

Top Quick Connect Refrigeration System

Outdoor Refrigeration, 8,840 BTUH system capacity, sized for a walk-in heat load of 5,052 BTUH. System to be a 1.00 HP Hermetic air-cooled unit (M6KP-0116-CFV-021, 208/230/60/1, 12.7A) with a BTUH matched standard QRC evaporator coil (ADT090, 1A (Fans), 0A (Htrs.)).

Refrigeration accessories to include:

- (1) U.L. Listed Outdoor Weather Cover (hinged)
- (1) Winterization Controls, Package
- (1) Membrane Mounting Curbs
- (1) One-year Labor Warranty on Pre-charged Refrigeration Systems

# **Greeleyville Elementary School Freezer Specifications:**

**7 Varner Ave, Greeleyville, SC 29056**

American Panel 7'-8" X 7'-8" X 7'-5" high. Outdoor -10° F Freezer, model #187360B. w/ 1/8" Diamond Aluminum Tread plate (Intg.) interior finish. Interior wall finish to be 26 ga. Stucco acrylume, interior ceiling to be 26 ga. Stucco acrylume, exposed exterior to be 26 ga. Stucco acrylume, unexposed exterior to be 26 ga. Stucco acrylume.

(1) 34" X 74" flush mount magnetic in fitting door with cam-rise hinges, pad lockable deadbolt handle (exterior doors only), door closer, brushed hardware, frame heater wire, dial thermometer, vapor proof light and switch with pilot light.

Accessories to include:

- (2) HPRV #1825 (3" diam.)
- (1) 3/4" Plywood Underlayment in Floor Panel (not available with 2" floors)
- (2) Trim Strips 3" x 3" to match exterior box finish
- (1) LED Light Fixture Cooler & Freezer 48" 2-lamp (-40°F or higher operating temp.)
- (1) Flex. Strip Curtain up to 36" x 77" Opening
- (2) 1/10" alum tread plate on 46" Door/Frame (36" high)
- (1) (3) Spring-Loaded Hinges per Door

Remote Quick Connect Refrigeration System

Outdoor Refrigeration, 6,468 BTUH system capacity, sized for a walk-in heat load of 4,525 BTUH. System to be a 2.50 HP Hermetic air-cooled unit (AVA2510ZXNXC(2C2116-1), 208/230/60/1, 21.7A) with a BTUH matched standard QRC evaporator coil ( LET075, 1.4A (Fans), 8.2A (Htrs.)).

Refrigeration accessories to include:

- (1) U.L. Listed Outdoor Weather Cover (hinged)
- (1) Winterization Controls, Package
- (1) Membrane Mounting Curbs
- (1) One-year Labor Warranty on Pre-charged Refrigeration Systems
- (1) PVC Sleeve – panel mounted, Package Unit

# **CE Murray Middle/High School Freezer/Cooler Specifications**

**222 C E Murray Blvd, Greeleyville, SC 29056**

American Panel Two Compartment Walk-In, model #187999. Overall exterior dimensions to be 16'-0" X 8'-2.75" X 7'-6" high. Freezer interior dimensions to be 7'-6.75" X 7'-6" X 6'-10.25" high with 4" Insulated Floor. Interior floor finish to be 1/8" Diamond Aluminum Tread plate (Intg.). Cooler interior dimensions to be 7'-6.75" X 7'-6" X 6'-10.25" high with 4" Insulated Floor. Interior floor finish to be 1/8" Diamond Aluminum Tread plate (Intg.). Interior wall finish to be 26 ga. Stucco acrylume, interior ceiling to be 26 ga. Stucco acrylume, exposed exterior to be 26 ga. Stucco acrylume, unexposed exterior to be 26 ga. Stucco acrylume.

(2) 34" X 75" flush mount magnetic in fitting door with cam-rise hinges, pad lockable deadbolt handle (exterior doors only), closer, brushed hardware, fully programmable Intelligent Controller (IC) featuring audio/visual temperature alarm with digital thermometer, high & low set points, energy saving door frame heater wire, vapor proof light & switch with pilot light.

Accessories to include:

- (1) 3/4" Plywood Underlayment in Floor Panel (not available with 2" floors)
- (2) LED Light Fixture, Cooler & Freezer, 48" 2-lamp (-40°F or higher operating temp.)
- (4) 1/10" alum tread plate on 46" Door/Frame (36" high)
- (2) Trim Strips, 3" x 3", to match exterior box finish
- (2) (3) Spring-Loaded Hinges per Door
- (2) Flex. Strip Curtain, up to 36" x 77" Opening
- (2) Floor Ramp, Interior (24" deep) for up to 42" door

Remote Quick Connect Refrigeration System

Refrigeration to be located Outdoors.

Freezer Refrigeration to have 4,756 BTUH system capacity, sized for a walk-in heat load of 4,257 BTUH. Freezer system to be air-cooled hermetic 2.00 HP condensing unit (AWA2479ZXDXC(2C2114-1), 208/230/60/1, 17.1A) supplied with a BTUH matched electric defrost QRC evaporator coil (LET047, 0.9A(Fans)/4.3A(Htrs)).

Cooler Refrigeration to have 7,198 BTUH system capacity, sized for a walk-in heat load of 4,801 BTUH. Cooler system to be air-cooled hermetic 0.75 HP condensing unit (FFAM-A08Z-CFV-075, 208/230/60/1, 8.9A) supplied with a BTUH matched standard QRC evaporator coil (ADT070, 1A(Fans)/0A(Htrs)).

Refrigeration accessories to include:

- (2) U.L. Listed Outdoor Weather Cover (hinged)
- (2) Winterization Controls, Package
- (2) One-year Labor Warrant

# WM Anderson Primary School Freezer/Cooler Specifications

## 500 Lexington Ave, Kingstree, SC 29556

American Panel Two Compartment Walk-In, model #187634 . Overall exterior dimensions to be 15'-5" X 7'-10" X 7'-9" high. Freezer interior dimensions to be 7'-2" X 7'-2.5" X 7'-1.25" high with 4" Insulated Floor. Interior floor finish to be 1/8" Diamond Aluminum Tread plate (Intg.). Cooler interior dimensions to be 7'-2" X 7'-2.5" X 7'-1.25" high with 4" Insulated Floor. Interior floor finish to be 1/8" Diamond Aluminum Tread plate (Intg.). Interior wall finish to be 26 ga. stucco acrylume, interior ceiling to be 26 ga. stucco acrylume, exposed exterior to be 26 ga. stucco acrylume, unexposed exterior to be 26 ga. stucco acrylume.

(2) 34" X 77" flush mount magnetic in fitting door with cam-rise hinges, pad lockable deadbolt handle (exterior doors only), closer, brushed hardware, fully programmable Intelligent Controller (IC) featuring audio/visual temperature alarm with digital thermometer, high & low set points, energy saving door frame heater wire, vapor proof light & switch with pilot light.

Accessories to include:

- (1) 3/4" Plywood Underlayment in Floor Panel (not available with 2" floors)
- (2) Floor Ramp, Interior (24" deep) for up to 42" door
- (2) LED Light Fixture, Cooler & Freezer, 48" 2-lamp (-40°F or higher operating temp.)
- (2) Flex. Strip Curtain, up to 36" x 77" Opening
- (4) 1/10" alum tread plate on 46" Door/Frame (36" high)
- (2) (3) Spring-Loaded Hinges per Door (2) Trim Strips, 3" x 3", to match exterior box finish

Remote Quick Connect Refrigeration System

Refrigeration to be located Outdoors.

Freezer Refrigeration to have 4,891 BTUH system capacity, sized for a walk-in heat load of 4,146 BTUH. Freezer system to be air-cooled hermetic 2.00 HP condensing unit (AWA2479ZXDXC(2C2114-1), 208/230/60/1, 17.1A) supplied with a BTUH matched electric defrost QRC evaporator coil (LET047, 0.9A(Fans)/4.3A(Htrs)).

Cooler Refrigeration to have 7,406 BTUH system capacity, sized for a walk-in heat load of 4,686 BTUH. Cooler system to be air-cooled hermetic 0.75 HP condensing unit (FFAM-A08Z-CFV-075, 208/230/60/1, 8.9A) supplied with a BTUH matched standard QRC evaporator coil (ADT070, 1A(Fans)/0A(Htrs)).

Refrigeration accessories to include:

- (2) U.L. Listed Outdoor Weather Cover (hinged)
- (2) Winterization Controls, Package
- (2) One-year Labor Warranty on Pre-charged Refrigeration Systems

**Williamsburg County School District  
Vendor Bid Form I**

<b>Bid</b>	<b>Total Bid Amount</b>
Installation of Walk In Greeleyville Freezer	\$
Installation of Walk In Greeleyville Cooler	\$
Demo, Removal, and Legal Disposal of Existing Walk in Freezer & Cooler @ Greeleyville Elementary School	\$
<b>TOTAL TURN KEY BID</b>	\$

**VENDOR NAME:** \_\_\_\_\_

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

\_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bid # WCSD1920-12**

**Williamsburg County School District  
Vendor Bid Form II**

<b>Bid</b>	<b>Total Bid Amount</b>
Installation of Cooler/Freezer @ CE Murray	\$
Demo, Removal, and Legal Disposal of Existing Freezer/Cooler @ CE Murray School	\$
<b>TOTAL TURN KEY BID</b>	\$

**VENDOR NAME:** \_\_\_\_\_

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

\_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bid # WCSD1920-12**



**Williamsburg County School District  
Vendor Bid Form III**

<b>Bid</b>	<b>Total Bid Amount</b>
Installation of Cooler/Freezer @ WM Anderson Primary School	\$
Demo, Removal, and Legal Disposal of Existing Freezer/Cooler @ WM Anderson Primary School	\$
<b>TOTAL TURN KEY BID</b>	\$

**VENDOR NAME:** \_\_\_\_\_

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

\_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bid # WCSD1920-12**