



**Request for Quotes**

Solicitation Number: 18-19-5  
 Date Issued: 12/4/18  
 Procurement Officer: Pamela Phillips  
 Phone: (864) 594-6179  
 Email Address: phillips@spart7.org

DESCRIPTION: **Cambro Cabinets and Food Warmers**

*The Term "Offer" Means Your "Quote", "Bid" or "Proposal".*

<b>MAILING ADDRESS:</b> Spartanburg School District Seven Attn: Pamela Phillips PO Box 970 Spartanburg, SC 29304	<b>PHYSICAL ADDRESS:</b> Spartanburg School District Seven Attn: Pamela Phillips 610 Dupre Drive Spartanburg, SC 29307
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SUBMIT OFFER BY: **December 11, 2018 before 2:00 PM**

QUESTIONS MUST BE RECEIVED BY: **N/A**  
 (please direct questions to Pamela Phillips at phillips@spart7.org or 864-594-6179)

NUMBER OF COPIES TO BE SUBMITTED: One marked "Original"

CONFERENCE TYPE: N/A DATE & TIME:	LOCATION: N/A
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<b>AWARD &amp; AMENDMENTS</b>	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="https://vrapp.vendorregistry.com/Bids">https://vrapp.vendorregistry.com/Bids</a>
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You must submit a signed copy of this form with your offer. By submitting a quote, bid or proposal, You agree to be bound by the terms of the State Solicitation or this RFQ. You agree to hold your offer open for a minimum of thirty (30) calendar days after the quote date.

<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.)

OFFEROR'S TYPE OF ENTITY: (Check one)

Sole Proprietorship     
  Partnership     
  Other \_\_\_\_\_

Corporate entity (not tax-exempt)     
  Corporation (tax-exempt)     
  Government entity (federal, state, or local)

<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.)  <hr/> Area Code - Number - Extension                      Facsimile  <hr/> E-mail Address
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<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)   <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b>	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)   <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b>
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ACKNOWLEDGMENT OF AMENDMENTS/ADDENDA							
Offerors acknowledges receipt of amendments/addenda by indicating amendment number and its date of issue.							
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>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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<b>MINORITY PARTICIPATION</b>
Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____
If yes, South Carolina Certification # _____

All offerors must submit their quote electronically to [pPhillips@spart7.org](mailto:pPhillips@spart7.org).  
The selected vendor(s) will be required to next day deliver the original signed documents to the Procurement Officer.

**Quotes/Bids will be accepted until 2:00 PM on December 11, 2018**  
The District will study and verify the quotes/bids and figures before a purchase order will be issued.

**LATE QUOTES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES**

## Scope:

Spartanburg School District Seven is seeking competitive quotes for Hot/Cold Food Pan Carriers and Warmers per specifications provided on the bid sheet. Please follow the quote/bid sheet on page 13 of this solicitation for your submission. All products will be shipped to District Support and Operations Center, 717 Union Street, Spartanburg SC 29306.

All responses must be received no later than 2:00 pm on December 11, 2018.

Sales Tax and freight is required on the quote sheet.

## Request for Quotes (RFQ) Form/Format:

The use of this form is only intended to give the District additional security by including some general terms and other conditions that will apply if a quote is received from a vendor who is not awarded under a South Carolina State Contract.

The district also reserves the right to reject any and all quotes/bids/proposals and to waive any minor irregularities in the quotes/bids/proposals received. Additionally, the District reserves the right to check references and to reject any and all bidders based on responses, if the District believes it is in the best interest of the District to do so. The District may cancel this RFQ entirely and is under no obligation to award a contract, if the District believes it is in the best interest of the District not to do so.

## Vendor Selection:

It is the goal of the District to select one vendor, however the District reserves the right to select multiple vendors if it is in the best interest of the District to do so. The District will base selection on a combination of factors. Availability of products and pricing will be very important factors in determining vendor selection. References and work with other school districts, particularly South Carolina School Districts, will be evaluated. The District's perception as to the vendor's ability to deliver the products will also be critical.

Vendor, contractor or offeror must be a verifiable authorized representative of any product specified herein, and by submitting an offer attests to that fact. The District reserves the right to verify this with manufacturer or brand and may deem any offeror not in compliance as non-responsive.

## INSTRUCTIONS TO QUOTERS/BIDDERS/PROPOSERS

1. All quote/proposal/bid sheets must be scanned and electronically submitted to [pPhillips@spart7.org](mailto:pPhillips@spart7.org). Include pages 1, 2, 10, 11, 12 (if applicable) and 13 (Bid Sheet). Please sign by authorized agent where required.
2. The District requires the completion of Attachment A (page 10) and five (5) School District References (page 11).
3. The District will require the selected vendor(s) to next day their original quote with signatures to the Procurement Office.
4. List SC State Contract # on quote sheet, if applicable.
5. Submit a copy of your W-9 with proposal.

6. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the quote/proposal/bid. No quote/proposal/bid shall be altered or amended after the specified time for receiving quote. All signatures required must be in ink.
7. Quoters/Bidders shall be required to visibly mark as “CONFIDENTIAL” each part of their bid/proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.
8. Tie bids/quotes will be resolved as outlined in Section 1-2077 of the District Procurement Code.
9. By submission of a quote/proposal/bid, the Vendor shall guarantee that all goods and services shall meet the requirements of this RFQ.
10. Any Vendor desiring to exercise protest rights under Section 2-2185 of the District Procurement Code shall direct all correspondence to: Pamela Phillips, Spartanburg County School District 7, P O Box 970, Spartanburg, SC 29304.
11. Ownership of material: Ownership of all data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to the District.

## **GENERAL TERMS & CONDITIONS**

This RFQ does not commit the District to award a contract, to pay any costs incurred in the preparation of quotes/proposals/bids or to procure any goods or services.

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

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

**Unit Prices:** Unit prices will prevail over extended prices unless otherwise stated herein.

**Delivery:** Delivery must be FOB destination freight prepaid unless otherwise specified herein. Cost of delivery will be included in unit prices.

**Quoter/Bidder/Offeror Qualifications:** Bidders/proposers must, upon request of the School District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The School District reserves the right to make the final determination as to the bidders’ ability to provide the products or services requested herein.

**Addenda:** Addenda shall be issued prior to the RFQ/RFP/RFB submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFQ/RFP/RFB, an addendum will be posted under “**Proposals-Bids**” at <http://spartanburg7.org/resources/procurement> . Because this RFQ/RFP/RFB is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the quoter’s/proposer’s responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this proposal.

**Quote/Proposal/Bid as Offer to Contract:** By submitting your Quote/Proposal/Bid, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon the issuance of a purchase order and this RFQ.

**Background Checks:** As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement

agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor.

The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

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

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

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

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

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

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

**Submitting Confidential Information:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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 State 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 State 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 Spartanburg School District Seven, its Board Members, Administrators and Employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2].

**If confidential information is contained in your offer, submit one (1) "Redacted Copy" along with the "Original" or if a disk or flash drive is required with your offer, the "Original" and the "Redacted Copy" must be placed on the disk or flash drive.**

**Quoter/Bidder/Offeror Responsibility:** The Quoter/Bidder/Proposer alone will be held solely responsible to the District for performance of all obligations under any contract resulting from their quote/bid/proposal.

**Correction of Errors on the Quote/Proposal/Bid Form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid/proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No quote/bid/proposal shall be altered or amended after specified time for opening.

**Quote/Proposal/Bid Expenses:** The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's quote.

**Subcontracting:** The District requires advance notification of any and all subcontracting and the ability to approve or deny the use of proposed subcontractors

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

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

**Drug-free Workplace:** By signing and submitting a bid/proposal, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10 through 44-107-90, S.C. Code Ann, (1976) and as amended.

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

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

**Qualifications/Responsible:** 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.

**Illegal Immigration:** By submitting an offer/quote, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of the South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

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

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

**Authorization and Acceptance:** The quote/proposal/bid must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFQ/RFP/RFB.

**Rejection/Cancellation:** The District reserves the right, to accept or reject, in part or in entirety, any or

all quotes/bids/proposals, to negotiate with all qualified quoters/bidders/proposers and to cancel in part or in entirety this RFQ if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

**Ethics Act:** By submitting a Quote, 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.

**Open Trade Representation:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. (02-2A083-1)

**Open Trade:** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. (07-7A053-1)

**Qualifications as to Experience and Years in Business:** The Procurement Officer may, in his or her discretion, consider (a) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (b) any subcontractor proposed by offeror.

**Negotiations/Amendments:** The Procurement Officer may elect to make an award without conducting negotiations. However, he/she may elect to negotiate the pricing or the general scope of work with the low bidder or the highest ranked offeror or subsequently ranked offerors as long as the solicitation is not materially changed. Additionally, it is recognized that the School District is a fluid and changing environment and that these changes can include the addition or closing of schools and/or properties, and the offering of new, unforeseen or improved products and/or services generally covered under the overall scope or intent of this solicitation. The contract formed under the award of this solicitation may therefore be mutually amended to include or exclude certain products or services whether a service, product or service and product award was initially issued. This can be accomplished by mutual acknowledgement in written form including email, and this will modify this solicitation and the contract issued pursuant to it.

## GENERAL CONDITIONS

- 1. Default:** In case of default of the contractor, the School District reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 2. Non-Appropriations:** Any contract entered into by the School District or other entities resulting from this Request for Quote/Proposal/Bid shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 3. Force Majeure:** The contractor shall not be liable for any excess cost 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 Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery time schedule.
- 4. Save Harmless:** The successful quoter/bidder/proposer shall indemnify and save harmless the School District, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright infringement or claim based upon the Bidder's use of material furnished to the Bidder by the School District.
- 5. Publicity Releases:** Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the School District.

6. **Quality of Products:** Unless otherwise indicated in this RFQ/RFP/RFB/IFB, it is understood and agreed that any item offered or shipped on this proposal/bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
7. **Certified/Registered/Authorized Partner, Dealer, Reseller or Installer of Manufacturer or Brand:** Vendor, contractor or offeror must be a verifiable authorized representative of any product specified herein, and by submitting an offer attests to that fact. The District reserves the right to verify this with manufacturer or brand and may deem any offeror not in compliance as non-responsive.
8. **Brand Name Specifications:** Brand names shall be used at times as part of the specifications to establish a desired level of quality and performance. Alternative brands of comparable quality may be proposed provided the brand name, model number, etc., is clearly indicated in the RFP/RFB/IFB. However, the School District reserves the right to insist upon the specified name brands.
9. **S. C. Law Clause:** Upon award of a contract under this bid/proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this signed bid/proposal, the bidders agrees to subject himself 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.
10. **Termination:** Subject to the provisions below, the contract may be terminated for any reason by the Purchasing Department providing a 30-day advance notice in writing 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 School District without the thirty (30) days advance written notice, then the School District may negotiate termination costs, if applicable.
  - B. Termination for Cause: Termination by the School District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default provision in this proposal shall apply. (See General Conditions No. 1)
11. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the School District's Purchasing Department.
12. **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
13. **Item Substitution:** No substitutes will be allowed on purchase orders issued by the School District without permission from the School District's Purchasing Department.
14. **Indemnification:** The School District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the School District or failure of the School District to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid/proposal.
15. **Payment:** Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of a detailed invoice or as outline elsewhere in this solicitation.
16. **District and Spartanburg School District Seven Names:** Owner, District, School District, Spartanburg School District Seven (7), Spartanburg County School District Seven (7) and all such variations are one and the same.
17. **Proposer, Bidder, Offeror, Quoter, Responder, Contractor:** All of these and similar shall refer to the entity identified on page one (1) of this document and responding to this solicitation.



**18. Insurance Requirements:**

The successful bidder agrees to provide, maintain and certify to the District that the following insurance is in effect:

- A. Comprehensive general liability insurance: \$1,000,000.
- B. Whereby any contractor owned vehicle is used on District property under this contract:
  - Bodily injury \$100,000 each occurrence
  - Property damage \$100,000
  - Auto liability of \$1,000,000
- C. Workers Compensation Insurance – Statutory Limits
- D. If work is being performed on district premises, then the vendor must have Spartanburg School District Seven added as an “additional insured” on their General Liability policy.
- E. The bidder shall furnish Spartanburg School District Seven Certificates of Insurance within 21 working days after acceptance of a contract.
- F. Spartanburg School District Seven must have ten (10) days notice of cancellation or change in insurance coverage, and give its approval.

**19. Term of Contract:** The term of contract shall be for the period stated herein and the District’s receipt of all the required warranties herein and the completion of all other requirements herein.

**20. Price Adjustments:** This condition does not apply to this solicitation.

**21. Compliance with Procedures:** Contractor shall comply with all procedural instructions that may be issued from time to time by the District. However, the terms and conditions of the contract will not change.

**22. Examination of Records:**

- a. The District shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers or other records involving transactions related to this contract.
- b. The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the Spartanburg School District Seven, or his/her duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor’s directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s)

**Attachment "A"**  
**BUSINESS PROFILE & REFERENCES**  
Spartanburg School District 7

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Workers' Compensation on all employees? Yes ( ) No ( )

Year Business established: \_\_\_\_\_ Annual Sales (optional): \_\_\_\_\_

Number of employees: \_\_\_\_\_ Minority Owned Business? Yes ( ) No ( )

Insurance Company Name/Address:

\_\_\_\_\_  
\_\_\_\_\_

Bank References:

\_\_\_\_\_  
\_\_\_\_\_

Bonding Company Name/Address: \_\_\_\_\_

\_\_\_\_\_

**List References Required Under This Solicitation:**

School/Company Name #1 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #2 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #3 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #4 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

School/Company Name #5 \_\_\_\_\_  
Representative Name \_\_\_\_\_  
City & State \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Project \_\_\_\_\_

**MINORITY PARTICIPATION - Voluntary Minority Participation**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoep.state.sc.us/osmba/>

## QUOTE/BID SHEET:

### RFQ #18-19-5 Four (4) Cambro Cabinets and Four (4) Warmers

Quantity	Item / Description	Bid Price (each)	Extended Price				
4	<p><b>Cambro Cabinets, Enclosed, Bun/Food Pan (Cambro Model No. PCUCH615)</b>  <b>Pro Cart Ultra Hot/Cold Food Pan Carrier, electric, bottom heated only, top cold only, front loading, holds (16) 18" x 26" sheet pans, (32) 13" x 18" ½ size sheet pans, (32) GN 1/1 food pans (2-1/2" deep), (16) 15-3/4 x 23-1/2" trays, (16) 16" x 16" x 2" pizza boxes, (2) gasket free magnetic quick-close doors, 4" nylon latches, menu pocket, 16 adjustable stainless steel universal rails with 3" – 1-1/2" spacing, solar digital thermometer, molded-in handles, perimeter bumper, 9' cord with plug, (4) 6" x 2" heavy duty casters (2 fixed, 2 swivel with brakes), polyethylene exterior, charcoal gray, cETLus, NSF</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 10%; text-align: center;">4</td> <td style="width: 90%;">110V/50/60/1-ph, 326.6 watts, 3.26 amps, NEMA 5-15P</td> </tr> <tr> <td style="text-align: center;">4</td> <td>110v/50/60/1-ph, 529 watts, 4.6 amps, NEMA 5-15P</td> </tr> </table>	4	110V/50/60/1-ph, 326.6 watts, 3.26 amps, NEMA 5-15P	4	110v/50/60/1-ph, 529 watts, 4.6 amps, NEMA 5-15P		
4	110V/50/60/1-ph, 326.6 watts, 3.26 amps, NEMA 5-15P						
4	110v/50/60/1-ph, 529 watts, 4.6 amps, NEMA 5-15P						
4	<p><b>Food Carrier, Parts &amp; Accessories</b>  <b>Cambro Model No 1210PW191 Camwarmer, heat retentive pellet enclosed within a heat resistant top &amp; bottom tray, for use in various Camcarriers, Camcarts and Combo Carts, dishwasher safe, granite gray, NSF</b></p>						
	<b>Subtotal</b>						
	<b>Tax</b>						
	<b>Freight</b>						
	<b>TOTAL</b>						

All units must be delivered to District Support and Operation Center (DSOC), 717 Union Street, Spartanburg SC 29306. Please include tax and freight on your quote sheet. The District will not accept any additional charges. Please quote as stated. No substitutes.

**ESTIMATED CALENDAR DAYS TO FURNISH AND DELIVER AFTER RECEIPT OF PURCHASE ORDER:**  
 \_\_\_\_\_ DAYS

Prices offered must remain firm for 30 days.

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

South Carolina State Contract # (if applicable) \_\_\_\_\_

Authorized Signature (same as page 1) \_\_\_\_\_

Printed Name from above \_\_\_\_\_

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