



## Invitation For Bid

**Solicitation: FAC2223-17**  
**Issue Date: June 22, 2023**  
**Buyer: Laurie O Lane**  
**Phone : (843) 398-2249**  
**Email: laurie.lane@darlington.k12.sc.us**

**DESCRIPTION: Paper Supplies for Food Service**

**SUBMIT OFFER BY (Opening Date/Time): July 11, 2023 @ 11:00 am "Submission Of Offer"**

**NUMBER OF COPIES TO BE SUBMITTED: 1**

Acknowledgment of Amendments offerors acknowledges receipt of amendments by indicating amendment number , date of issue and Initials of Offeror.	Amendment Number <input type="checkbox"/>	Amendment Number <input type="checkbox"/>	Amendment Number <input type="checkbox"/>	Amendment Number <input type="checkbox"/>
Date of Amendment				
Initials of Offeror				
AWARD & AMENDMENTS	It is anticipated that a "Notice of Intent to Award" or "Contract Award" will be posted in the Darlington County School District Office, 2308 N Governor Williams Hwy., Darlington, SC, sent to all Bidders and posted on the District's website at <a href="http://www.darlington.k12.sc.us">http://www.darlington.k12.sc.us</a> click "Departments" click "Finance & Procurement" click "Solicitation Awards" click "2022-23 Operations Solicitation Awards" within thirty (30) days following the bid opening date and time. Any resulting contract from this solicitation will incorporate the terms, conditions, provisions, specifications and/or scope of work described herein except as may be amended by any amendment, "Notice of Intent to Award," or "Contract Award." This solicitation and any amendments will also be posted on the District's website.			
<b>You must submit a signed copy of this form with Your Offer.</b> 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 forty-five (45) calendar days after the Opening Date.				
NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship SSN _____ - _____ - _____ <input type="checkbox"/> Corporation Federal ID # _____ <input type="checkbox"/> S. C. Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____ (See provision entitled "Signing Your Offer".) CITY _____ STATE _____		
AUTHORIZED SIGNATURE				
(Offeror named Person signing must be authorized to submit binding offer to enter contract on behalf of above.)				
AUTHORIZED PERSON'S NAME PRINTED				
TITLE (Business title of person signing above)	DATE			
MAILING ADDRESS	CITY	STATE	ZIP	
STREET ADDRESS	CITY	STATE	ZIP	
E-MAIL	TELEPHONE	FAX		

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule

**I. SCOPE OF SOLICITATION – It is the intent of DCSD to secure a source of supply for the purchase of paper supplies for Food Service.**

**II. INSTRUCTIONS TO OFFERORS**

**A. GENERAL INSTRUCTIONS**

**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.darlington.k12.sc.us> Click Departments, Click Finance & Procurement, Click Solicitations, Click 2022-23 Operations Solicitations, (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

**AWARD NOTIFICATION** Notice regarding the District’s intent to award a contract 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 in excess of fifty thousand dollars, 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 Darlington 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.

**PROCUREMENT OFFICER AS PROCUREMENT AGENT** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer or designee. Unless specifically delegated in writing, the Procurement Officer is the only official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Darlington County School District acting on behalf of Darlington County School District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Darlington County School District. The Procurement Officer is not a party to such contracts and bears no liability for any party’s losses arising out of or relating in any way to the contract.

**DEADLINE FOR SUBMISSION OF OFFER** Any offer received after the procurement officer of Darlington County School 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 designated purchasing office for Darlington County School prior to the bid opening.

**DEFINITIONS** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) AMENDMENT - means a document issued to supplement the original solicitation document.
- (2) BOARD - means the Darlington County School District Board of Education.
- (3) BUYER - means the Procurement Officer.
- (4) CHIEF PROCUREMENT OFFICER – means the Director of Purchasing or designee.
- (5) 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.
- (6) DISTRICT – means Darlington County School District.
- (7) OFFER - means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
- (8) 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.”
- (9) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
- (10) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
- (11) SUCCESSFUL BIDDER - The Bidder chosen by the District for award of a contract. (Also known as the “Contractor” upon commencement of the contract)
- (12) SUBCONTRACTOR - means an individual or entity having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.
- (13) YOU and YOUR - means Offeror.
- (14) 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.
- (15) CONTRACT See clause entitled Contract Documents & Order of Precedence.
- (16) 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

**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.

**TAXES OMIT FROM PRICE** Do not include any taxes in your price that Darlington County School 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 (7) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Chief Procurement Officer, 120 East Smith Avenue, Darlington, SC 29540 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.

**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. Prices will not be divulged at this time.

**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. 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) Darlington County School 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.

#### **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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(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 Darlington County School 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) Unbalanced Bidding. Darlington County School 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 Darlington County School 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** By submitting an Offer, You agree not to discuss this procurement activity in any way with any Darlington County School District employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

**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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**DISCUSSION WITH RESPONSIVE OFFERORS** Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid. All offerors, whose proposals, in Darlington County School District's sole judgment, needing clarification shall be accorded such an opportunity.

**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 Darlington County School 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 approved 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) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper for clear identification when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**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.

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

**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.

**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 8-13-790m (c) Offering, soliciting, ore 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.

**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.

**OFFICE CLOSING** 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's 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.

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

**SORT** By submission of this bid, the bidder is signing on behalf of himself and any workers employed, that they are in compliance with all of the State SORT laws, South Carolina Code of Laws 23-3-535.

## **B. SPECIAL INSTRUCTIONS**

### **Questions Relating to this Invitation For Bid**

Questions for the purpose of clarifying any part of this IFB must be in writing and can be delivered, or e-mailed to: Laurie Lane, Darlington County School District, Operations/Facilities Procurement Office, 2308 N Governor Williams Hwy, Darlington, SC 29540.

### **Pre-bid Meeting - n/a**

Questions for the purpose of clarifying any part of this IFB will be responded to and will be posted at the following web address: <http://www.darlington.k12.sc.us> Click Departments, Click Finance & Procurement, Click Solicitations, Click 2022-23 Operations Solicitations.

### **Bid Submittal**

The District shall receive all bids no later than the date and time specified on the cover page. The District will accept bids via email if you choose to do so. When they are received, they will be printed and put in an envelope and sealed for specified bid opening time. It will be the bidder's responsibility to check with the Procurement Officer to make sure the bid was received before the opening date/time. The District will not accept any responsibility for bids that were not received or followed up on in a timely manner.

### **Faxed bids are not acceptable.**

### **Required:**

**Clearly mark the outside of the sealed envelope, box, or package containing the bid and the FEDEX or UPS package with the solicitation # and solicitation description found on the cover page.**

Hand delivery/Mail/ Courier service to:  
Laurie Lane  
Darlington County School District  
Operations/Facilities Procurement Office  
2308 N Governor Williams Hwy  
Darlington, SC 29540

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Bidder's chosen means of proposal delivery. **Bidder failure to meet the proposal due date and time shall result in rejection of the bid.**

## **III. Scope of Work**

It is the intent of the Darlington County School District to secure a source of supply for the purchase of paper supplies for Food Service.

Type of contract: Bottom line Reimbursable Cost with Escalator/De-Escalation Clause Plus Fixed Fee for Services.

Term/Option to Extend: Initial contract period: August 1, 2023 – July 31, 2024. This contract will automatically extend on each anniversary date unless either party otherwise as allowed in the contract. The extension 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 Darlington County School District Procurement Office of its intention in writing ninety (90) days prior to the anniversary date.

All orders placed on this contract will require delivery of goods once a week between the hours of 7:00 am and 2:00 pm to the school listed in solicitation.

**Definition of Cost Prices:**

1. Cost prices shall be based on "delivered to contractor's warehouse."
2. USDA Rebates shall NOT be included in bid prices.
3. Cost shall be based upon the "latest invoice" or manufacturer's confirmation prior to the bid opening or cost update to the SF A. Latest invoices shall be dated no more than one ( 1) month prior to the bid opening.
4. Cash discounts, label allowances, group allowances, promotion allowances, "billbacks", or other must accrue to the benefit of the school district.
5. Inner Company Billing and Group Buying Billing: All items purchased in this manner will be identified in the "bidding sheets" of the bid. All price increases must be supported with a market bulletin(s) from an independent source.
6. Distributor Manufactured Items: All items that will be purchased in this manner shall be identified in the "bidding sheets" of the bid. Cost of the product charged must be based on an independent market bulletin. The bidder shall attach the market bulletin that served as the basis for the cost and the calculation for this bid and future cost updates. The cost of distribution, financing, and profit, production losses, waste, analyses cost, labor, overhead, shipping and transportation expense shall be included in the fee.
7. Manufacturer's Confirmation: Should a manufacturer's confirmation be used in lieu of an invoice, and the confirmation identifies time and/or quantities, the cost may not be changed until the specified time has expired and/or specified quantities have been purchased by the SF As. All confirmations used must include the authorized manufacturer signature on manufacturer's company letterhead. In addition, the confirmation must reference the pricing as specifically for the South Carolina School Food Services Purchasing Alliance. Failure to provide confirmations on this manner at an up-front, pre-award audit shall be cause for disqualification.
8. Decimal: Any mathematical calculation that involves decimals shall be carried only two (2) places in the final extension.

Volume: The total quantity shown herein are estimated requirements for the contract period and the SF A does not obligate itself to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. The SF A 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 SFA 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.

**Delivery Time:** All orders placed on this contract will require delivery of goods once a week between the hours of 7:00 am and 2:00 pm to the schools listed in the solicitation.

**Delivery Conditions:** Deliveries shall be made to each of the schools in the SFA on a regularly scheduled basis every week, Monday through Fridays, except school holidays and closing days (due to inclement weather). All schedules for deliveries will remain constant throughout the duration of the contract. The successful bidder and the SFA must mutually agree upon any changes to the schedule.

**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 SFA 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 SFA 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 SFA 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 SFA 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:** SFAs have "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 SFA 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.



**DELIVERY LOCATIONS: Darlington County School District**

<b>School Name</b>	<b>School Address</b>
<b>Bay Road Elementary</b>	1251 Bay Road, Hartsville, SC 29550
<b>Brockington Elementary</b>	413 Brockington Road, Darlington, SC 29532
<b>JL Cain Elementary</b>	607 First Street, Darlington, SC 29532
<b>Carolina Elementary</b>	719 W. Carolina Avenue, Hartsville, SC 29550
<b>Darlington High School</b>	525 Spring Street, Darlington, SC 29532
<b>Darlington Middle School</b>	150 Pinedale Drive, Darlington, SC 29532
<b>Hartsville High School</b>	701 Lewellyn Avenue, Hartsville, SC 29550
<b>Hartsville Middle School</b>	1427 Fourteenth Street, Hartsville, SC 29550
<b>Lamar High</b>	216 North Darlington Ave, Lamar, SC 29069
<b>Lamar Spaulding Elementary</b>	5232 Lamar Hwy, Lamar SC 29069
<b>Mayo High/Alternative</b>	405 Chestnut Street, Darlington, SC 29532
<b>North Hartsville Elementary</b>	110 School Drive, Hartsville, SC 29550
<b>Pate Elementary</b>	1010 Indian Branch Road, Darlington, SC 29532
<b>Rosenwald Elem/Middle</b>	508 Church Street, Society Hill, SC 29593
<b>Southside Early Childhood</b>	1615 Blanding Drive, Hartsville, SC 29550
<b>Spaulding Middle</b>	400 E Cartersville Hwy, Lamar, SC 29069
<b>St. John's Elementary</b>	140 Park Street, Darlington, SC 29532
<b>Thornwell Elementary</b>	437 W. Carolina Avenue, Hartsville, SC 29550

**SCHOOL PROFILE:**

Darlington County Schools are located in the Pee Dee area of South Carolina. We serve breakfast and lunch at eighteen cafeteria locations. We also provide afterschool snacks as well as participate in the summer feeding program.

**BUDGET:**

Supplies: \$ 370,000.00

#### **IV. INFORMATION FOR OFFERORS TO SUBMIT**

1. Offeror is to provide Signature Sheet (Page 1)
2. Bidding Schedule (Pages 15)
3. Vendor Application Form (Page 14)
4. 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.
5. Certificate of Insurance with DSCD named as Certificate holder (Must be provided if awarded bid).

**Failure to provide all requested information will be reason for rejection of bid.**

#### **V. QUALIFICATIONS**

Offeror must, upon request of the District, furnish satisfactory evidence of its ability to furnish the goods or services requested in accordance with the terms and conditions set forth in this bid. The District reserves the right to make the final determination as to the Offeror's ability to provide the goods/services requested herein.

#### **AWARD CRITERIA**

Award will be made to the lowest responsive and responsible bidder.

The District reserves the right to accept the bid that is in the best interest of the District.

#### **VII. Terms and Conditions**

##### **A. General**

**AFFIRMATIVE ACTION:** The contractor 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. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

**ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Darlington County School District.

**CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS:** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Laurie Lane, Operations/Facilities Procurement Office, 2308 N Governor Williams Hwy, Darlington, South Carolina 29540.

**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 Governments 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 the 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 any 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 schedule.

**INDEMNIFICATION:** Darlington County School District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

**PAYMENT FOR GOODS & SERVICES:** Payment for goods & services received by the District shall be processed in accordance with Darlington County School District Procurement Code.

**PRIME CONTRACTOR RESPONSIBILITIES:** The contractor will be required to assume sole responsibility for the complete effort as required by this IFB. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

**SOUTH CAROLINA GOVERNING LAW CLAUSE:** The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Darlington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District'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.

**SUBCONTRACTING:** If any part of the work covered by this IFB is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

**TERMINATION:** Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the District 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 the bid shall apply.

Default: In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

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

**OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

## **B. Special**

**CHANGES:** Any changes, additions, or deletions must first be authorized by the Darlington County School District Procurement Department.

### **INSPECTION RIGHTS:**

Darlington County School District reserves the right to inspect and approve the services/equipment offered under the specifications of this solicitation.

**INSURANCE REQUIREMENTS:** The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Purchasing Department of Darlington County School District.

### **WARRANTY:**

The contractor warrants to Darlington County School District that all services performed as a result of this bid and specifications will be performed in a professional manner consistent with industry practices.

**FEES, LICENSES, PERMITS AND RESPONSIBILITIES:**

The contractor, at his own expense, is responsible for obtaining any necessary licenses, fees, or permits and for complying with all applicable Federal, State, and local laws and regulations in connection with the performance of this service. Contractor shall be responsible for all damages to persons or property that occurs as a result of his or employees' fault or negligence. Contractor should complete project within thirty (30) days of the award being issued by the District.

**DEBARMENT/SUSPENSION:**

By submission of a response to this solicitation, bidders are certifying that they are not debarred or suspended from doing business with any other School District.

Darlington County School District reserves the right:

- to award bids based on individual items, group items, or the entire list of items;
- to reject any or all bids, or any part thereof;
- to waive any informality in bids;
- to accept the bid that is most advantageous to the District.

***Additional Bid & Contract Conditions***

**REQUIRED INSURANCE LIMITS:**

**Automobile Liability** to include all vehicles owned, leased, used by the Contractor and written on an occurrence basis with the same insurer that covers the commercial general liability.

Bodily injury minimum limit of \$500,000

Property damage minimum limit of \$50,000

With the District named as an additional insured.

**Commercial General Liability** written as a combined single limit for bodily injury and property damage and written on a per occurrence basis with the same insurer that covers the automobile liability.

Bodily injury and property damage combined minimum limit of \$500,000 with general aggregate of \$1,000,000

with the aggregate limit applying in total to this contract only.

Products and completed operations minimum limit of \$300,000 maintained for up to two (2) additional years following final completion or termination of the contract.

Personal and advertising injury minimum limit of \$300,000

Contractual liability minimum limit of \$300,000

With the District named as an additional insured.

**Worker's Compensation** as required by law and including disease benefit.



# VENDOR APPLICATION FORM

Procurement Office Use Only  
Vendor ID # \_\_\_\_\_  
Initials \_\_\_\_\_

<b>BUSINESS FULL LEGAL NAME &amp; ADDRESS:</b>		<b>REMITTANCE ADDRESS (IF DIFFERENT):</b>	
_____		_____	
_____		_____	
_____		_____	
PHONE: _____	FAX: _____	PHONE: _____	FAX: _____
WATTS: _____	CELL: _____	WATTS: _____	CELL: _____
→ <b>WEBSITE ADDRESS:</b> _____			

<b>NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:</b>			
<b>OWNER / PRESIDENT:</b>	_____	<b>PHONE:</b>	_____
		<b>FAX:</b>	_____
→ <b>EMAIL ADDRESS FOR OWNER / PRESIDENT:</b> _____			
<b>PARTNER 1:</b>	_____	<b>PHONE:</b>	_____
		<b>FAX:</b>	_____
<b>PARTNER 2:</b>	_____	<b>PHONE:</b>	_____
		<b>FAX:</b>	_____
<b>VICE-PRESIDENT:</b>	_____	<b>PHONE:</b>	_____
		<b>FAX:</b>	_____
<b>TREASURER:</b>	_____	<b>PHONE:</b>	_____
		<b>FAX:</b>	_____
<b>DISTRICT MANAGER:</b>	_____	<b>PHONE:</b>	_____
		<b>FAX:</b>	_____
<b>SALES REPRESENTATIVE:</b>	_____	<b>PHONE:</b>	_____
		<b>FAX:</b>	_____
→ <b>EMAIL ADDRESS FOR MAIN SALES CONTACT:</b> _____			

**INFORMATION ABOUT TYPE OF BUSINESS:**

TYPE:  Individual  Corporation (Inc.)  
 Partnership (not Inc.)  Partnership (LLP)  
 Small Business  Manufacturer  
 Construction (not Inc.)  Construction (Inc.)  
 Medical Services  Governmental  
 Attorney  Distributor / Dealer  
 Service Provider  Wholesaler / Retailer  
 Sales & Service  Sales (only)  
 Research & Dev.  Other

Are you subject to IRS 1099 reporting for income tax purposes?  
 Yes  No  I don't know

STATUS:  Minority Owned \*  Woman Owned \*  
 \* Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

**INFORMATION ABOUT PRODUCTS / SERVICES:**

(Find "best fit" category(ies). Check all that apply.)

<input type="checkbox"/> Books & Similar Materials	<input type="checkbox"/> Landscaping / Lawn Maint.
<input type="checkbox"/> Computer Hdw / Software	<input type="checkbox"/> Printing
<input type="checkbox"/> Construction (Specify Below)	<input type="checkbox"/> Rentals (specify)
<input type="checkbox"/> Electrical	_____
<input type="checkbox"/> Masonry	<input type="checkbox"/> Repairs (specify)
<input type="checkbox"/> Mechanical / HVAC	_____
<input type="checkbox"/> Painting	<input type="checkbox"/> Services (specify)
<input type="checkbox"/> Plumbing	_____
<input type="checkbox"/> Roofing	<input type="checkbox"/> Supplies (specify)
<input type="checkbox"/> Other (specify)	_____
_____	_____
<input type="checkbox"/> Equipment	<input type="checkbox"/> Telecommunications
<input type="checkbox"/> Food Products	<input type="checkbox"/> Vehicles / Trucks
<input type="checkbox"/> Furniture	_____
<input type="checkbox"/> Other (specify)	_____

**IDENTIFICATION AND CERTIFICATION:**

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and \$50 penalty. **\*\* This serves as a substitute Federal W-9.\*\***

<b>For individuals, enter social security number (SSN):</b>	_____
<b>For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):</b>	_____
<b>For partnerships, corporations or others, enter FEIN:</b>	_____
<b>For verification of sales tax collection authority, enter State of SC Sales Tax License Number:</b>	_____
<b>For certified minority/disadvantaged businesses, enter State of SC Certification Number:</b>	_____

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Darlington County School District.

Authorized Signatory _____	Print Name & Title _____	Date Completed _____
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# BIDDING SCHEDULE

## VIII. BID SCHEDULE:

**Darlington County School District**

Company Name

Item #	Description	Approved Brand Name	Vendor Pack	Distributor Code #	Bid Unit	Unit Price	Fee	Unit Price plus Fee	Est. Bid Qty	Total Price
<b>Category: Paper Products</b>										
1	Aluminum Foil 18 inches wide x 1000 ft roll with metal cutting edge. Support ends. 10% roll dispenser carton. Heavy Duty. 3 gauge .001 weight		1 roll		Ea	\$	\$	\$ -	50	\$
2	Aprons, Disposable Plastic, size 28"x46", 3 gauge dispenser box. Full size bib		100 ct		Cs	\$	\$	\$ -	80	\$
3	Bags, Food Storage, 2 gallon Ziploc		500 ct		Cs	\$	\$	\$ -	90	\$
4	Bags, Food Storage, 18 x 24		250 Ct		Cs	\$	\$	\$ -	10	\$
5	Bags, Poly Cookie		2000		Cs	\$	\$	\$ -	25	\$
6	Bags, Sandwich Flip-lock, double saddle pack. 6" x 7"		2000		Cs	\$	\$	\$ -	75	\$
7	Bags, White #6 paper		2000		Cs	\$	\$	\$ -	45	\$
8	Bowl, Styrofoam, 5 oz Squat. Must not contain CFC's		1000 Ct		Cs	\$	\$	\$ -	10	\$
9	Bowl Styrofoam, 8 oz Must not contain CFC's		1000 Ct		Cs	\$	\$	\$ -	20	\$
10	Bowl, Styrofoam, 12 oz Squat, Must not contain CFC's		1000 Ct		Cs	\$	\$	\$ -	20	\$
11	Cups, Portion, 2 oz. Plastic		2500		Cs	\$	\$	\$ -	10	\$
12	Cups, Portion, 4 oz., Plastic		2500		Cs	\$	\$	\$ -	30	\$

**Darlington County School District**

Company Name

Item #	Description	Approved Brand Name	Vendor Pack	Distributor Code #	Bid Unit	Unit Price	Fee	Unit Price plus Fee	Est. Bid Qty	Total Price
13	Cups, Portion, 5.5 oz., Plastic		2500		Cs	\$	\$	\$	80	\$
14	Cups, Drinking, Styrofoam, 12 oz Must not contain CFC's		40/25		Cs	\$	\$	\$	10	\$
15	Cups, Drinking, Clear, 12 oz		1000		Cs	\$	\$	\$	30	\$
16	Cups, Drinking, Plastic, 3.5 oz		40/25		Cs	\$	\$	\$	5	\$
17	Forks, Plastic Medium weight		1000		Cs	\$	\$	\$	10	\$
18	Gloves, Lined One Pair. Latex, medium weight. Size: Large		1 pair		Pr	\$	\$	\$	20	\$
19	Gloves, Plastic Cuff Length. Dispenser Box. Embossed. Domestic. Small, Medium, XL		10/100		Cs	\$	\$	\$	50	\$
20	Kit, Fork & 10x10 Napkin		500		Cs	\$	\$	\$	350	\$
21	Kt, Teaspoons & 10x10 Napkin		1000		Cs	\$	\$	\$	225	\$
22	Kit, Fork, Spoon & 13x13 Napkin		1000		Cs	\$	\$	\$	650	\$
23	Lids, Cup, 2 oz Fits 2 oz. plastic portion cup		2500		Cs	\$	\$	\$	10	\$
24	Lids, Cups, 4/5.5 oz Fits 4 oz. and 5.5 oz. plastic portion cup		2500		Cs	\$	\$	\$	80	\$
25	Lids, Cup, 12 oz. slotted Fits 12 oz. styrofoam cup		1000		Cs	\$	\$	\$	35	\$
26	Lids, Cup, 12 oz. clear Fits 12 oz. clear cup		1000		Cs	\$	\$	\$	30	\$
27	Lid, Lowdome, Clear Fits 5 oz, 8 oz or 10 oz. stryo bowl		1000		Cs	\$	\$	\$	10	\$
28	Liners, Pan Poly sheets 16.5" x 24.5" standard		1000		Cs	\$	\$	\$	75	\$



**Darlington County School District**

Company Name

Item #	Description	Approved Brand Name	Vendor Pack	Distributor Code #	Bid Unit	Unit Price	Fee	Unit Price plus Fee	Est. Bid Qty	Total Price
29	Liners, Trash Cans 60 gallon trash liners.Linear HEAVY DUTY 38" x 58"		100		Cs	\$	\$	\$	675	\$
30	Napkins, White, 8" x 13.5" Double fold, tall dispenser		20/500		Cs	\$	\$	\$	50	\$
31	Pan Cover, Bun 27x6x37		200		Cs	\$	\$	\$	20	\$
32	Pan Pals, Pan Saver, Poly High Heat		100		Cs	\$	\$	\$	90	\$
33	Plate, styrofoam laminated 6"		1000		Cs	\$	\$	\$	10	\$
34	Portion Container, 4 oz ClearPac Container		1008		Cs	\$	\$	\$	15	\$
35	Portion Container Lid, 4 oz ClearPac Container		1008		Cs	\$	\$	\$	15	\$
36	Portion Container, 8 oz ClearPac Container w/lid attached		400		Cs	\$	\$	\$	30	\$
37	Rack Cover, Bakers, Plastic Disposable		50		Cs	\$	\$	\$	50	\$
38	Sponges, Metal Stainless steel, commercial 300 series. Type 1.5 oz		12		Cs	\$	\$	\$	50	\$
39	Sponges, 6 x 9 green scouring		20		Cs	\$	\$	\$	10	\$
40	Spoons, Plastic Medium weight		1000		Cs	\$	\$	\$	10	\$
41	Straws, Plastic Drinking		12000		Cs	\$	\$	\$	30	\$
42	Towels, Paper White		6		Cs	\$	\$	\$	100	\$
41	Towels, WypAll		150		Cs	\$	\$	\$	650	\$

**Darlington County School District**

Company Name

Item #	Description	Approved Brand Name	Vendor Pack	Distributor Code #	Bid Unit	Unit Price	Fee	Unit Price plus Fee	Est. Bid Qty	Total Price
42	Trays, w/Hinged Lid, Styro foam		200		Cs	\$	\$	\$	225	\$
	3 compartment, white									
43	Tray, Clam Shells, Clear		500		Cs	\$	\$	\$	50	\$
	Hinged Tray, 6" x 5 3/4" x 3"									
44	Tray, Clam Shells, Clear		2/125		Cs	\$	\$	\$	900	\$
	Hinged Tray. 9"x 8" x 3 1/4"									
45	Trays, School Styrofoam		500		Cs	\$	\$	\$	650	\$
	8 18/2" x 10 3/4". Laminated, black, 5 compartment									
46	Wet Naps		1000		Cs	\$	\$	\$	75	\$
47	Wrap, Plastic, 18x2000		1		Ea	\$	\$	\$	40	\$
48	Wrap, Potato, Pop Up		6/500		Cs	\$	\$	\$	10	\$
	9" x 10.75", Aluminum Foil									
<b>Total Bid Price:</b>										\$

<b>Company Name:</b>	
<b>Authorizing Signature</b>	
<b>Print Authorized Signature</b>	
<b>Date</b>	