RICHLAND ONE ENGAGE • EDUCATE • EMPOWER	**Richland County School District One** **INVITATION TO BID** **Multiple Award**	**Solicitation Number** **Date Issued** **Procurement Officer** **Phone** **E-mail Address**	**ITB 2025-011** **October 22, 2024** **Timika Beaver, PPAD** **803-231-7037** Timika.Beaver@richlandone.org

DESCRIPTION: **"Provide Kitchen Equipment Parts and Repair Service"**

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

SCHEDULE OF EVENTS	DATE AND TIME
QUESTIONS MUST BE RECEIVED BY: **ALL QUESTIONS MUST BE SUBMITTED VIA EMAIL TO: TIMIKA.BEAVER@RICHLANDONE.ORG The solicitation number must appear in the subject line of the email.**	**October 30, 2024 @ 11:00 AM EST**
POST RESPONSE TO BID QUESTIONS	**November 1, 2024 @ 5:00 PM EST**
DEADLINE FOR BID: PUBLIC VIRTUAL BID OPENING via TEAMS **MEETING ID:** 239 906 253 063 **PASSWORD:** z3ZHuZ	**November 22, 2024 @ 11:00 AM EST**

Bids must be submitted in a sealed package. Solicitation Number, Company Name and Opening Date must appear on package.

Offeror shall provide One (1) Original, one (1) Copy, and one (1) USB copy.

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

Attn: Timika Beaver, PPAD
Procurement Services
201 Park Street, Room 209
Columbia, S.C. 29201

AWARD& AMENDMENTS	This solicitation, any amendments, and award, will be posted at the following web address: https://www.richlandone.org/departments/procurement-services/solicitations

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date

NAME OF OFFEROR (Full legal name of business submitting the offer)	**OFFEROR'S TYPE OF ENTITY:** (Check one) ☐ Small ☐ Women ☐ Minority ☐ Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)	(See provision entitled "Signing Your Offer")
TITLE (Business Title of person signing above)	
PRINTED NAME (Printed name of person signing above)	

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

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

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(Return Page Two with your Offer)

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

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

ACKNOWLEDGEMENT OF AMENDMENTS

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue. See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

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I. PURPOSE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES/EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD – ESTIMATED: Multi-Term Contract Start date: SY 2024-2025 End date: SY 2028-2029. Any resulting contracts will begin on the date specified in the notice of award. The initial term of the contract will be one (1) year with four (4) additional one-year options to renew for a contract term of five (5) years.

GENERAL INFORMATION: Centrally located three hours from the beaches and the mountains of South Carolina, the Richland County School District One, hereinafter referred to as the "District or RCSD1" serves the capital city of Columbia. The District covers 480 square miles, educating approximately 22,167 students in 52 schools and approximately 4,000 adult education students. The District is proud to serve a richly diverse student body. Students from rural, suburban, and urban neighborhoods combine to form a student population representative of a wide range of cultural and ethnic backgrounds. Of the District's 4,011 employees, 2,500 are classroom teachers. Richland County School District One continues to grow and hires approximately 300 new teachers each year. Additional basic information about the District is posted on the District's website: https://www.richlandone.org/Page/1

Richland One is consistently ranked among the best school systems in South Carolina, and the District is a leader in the state's educational community. A seven-member Board of School Commissioners governs Richland County School District One.

II. INSTRUCTIONS TO CONTRACTORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024) CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the Richland County School District One Board of School Commissioners and its successors in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT means all types of Richland County School District One's agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.
CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract TITLED "Changes, "if included herein, authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR means the Contractor receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Contractors are cautioned that amendments may modify information

provided on the Cover Page. DISTRICT means Richland County School District One.
OFFER means the bid, quote or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR/CONTRACTOR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror/Contractor. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any amendments. STAFF means persons working directly for the Provider or subcontracted.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work. USDA means United States Department of Agriculture.
US or WE means the District.
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time before opening. All bidders requesting the bid package will be sent copies of all amendments. (b) All actual and prospective bidders shall monitor the following website for the issuance of any amendment to this solicitation: www.richlandone.org (Procurement Department) Bidders shall acknowledge receipt of any amendment (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, in addition to the posted notice, notice of intended award will be sent to all Contractors responding to the Solicitation. Any award resulting from this Solicitation will not be effective until the eleventh day after such notice is given. When only one response is received, the notice of intended award and the ten-day delay of award may be waived.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Richland County School District One. 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/Contractor on the Cover Page. An offer may be submitted by only one legal entity; "joint bids" are not allowed.

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

BID IN ENGLISH and DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

AUTHORITY AS PROCUREMENT AGENT: The Procurement Officer is an employee of the District pursuant to the District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Authority 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.

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

(a) By submitting an offer, the Offeror/Contractor certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Contractor or competitor relating to:

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

(3) No attempt has been made or will be made by the Contractor to induce any other concern to submit or

not to submit an offer for the purpose of restricting competition.

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

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

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

(c) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. If the Contractor deletes or modifies paragraph (a)(2) of this certification, the Contractor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

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

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

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

making false statements, tax evasion, or receiving stolen property; and Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) Contractor has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).Contractor shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(b) If Contractor is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Contractors responsibility. Failure of the Contractor to furnish additional information as requested by the Procurement Officer may render the Contractor non-responsible.
(c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: https://www.richlandone.org/ The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: http://www.scstatehouse.gov/code/statmast.php The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php [02-2A040-2]
CONTRACT VIOLATION: During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

COMPLETION OF FORMS/CORRECTION OF ERRORS: All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including the bid schedule).

BACKGROUND CHECKS: The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agencies as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is

registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

BID SUBMITTAL: All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. The district assumes no responsibility for unmarked or improperly marked envelopes.

CLARIFICATION: Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Contractors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a Contractors judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold an award. Before withholding award on these grounds, a Contractor will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021) (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must “comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public.” IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted

and conspicuously marked “Trade Secret” or “Confidential” or “Protected,” (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words “TRADE SECRET” every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word “PROTECTED” every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “Protected.” By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers 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 State of South Carolina or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected.” (All references to S.C. Code of Laws.) [02-2A125-3]

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

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

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and shall request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation.

Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS CERTIFICATE: By submitting an offer, the Contractor certifies that the Contractor has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section8- 13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

MAIL PICKUP: The District Procurement Office picks up all mail from the U.S. Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See the provision entitled Deadline for Submission of Offer. [2B.080]

MULTIPLE OFFERS (MAR 2024): Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

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

OPEN TRADE REPRESENTATION: By submitting an Offer, Contractor represents that the Contractor is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined SC Code Section 11-35-5300.

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The District will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-2]

PROTESTS (MAY 2024): (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests shall be directed to _lashonda.outing@richlandone.org If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the*** **District** ***or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the opening date.

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.

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

RESPONSIVENESS (MAR 2024): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the District, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

QUESTIONS FROM OFFERORS (FEB 2015):(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Specialist no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name

of the Procurement Specialist, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) Richland County School District One seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- 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. All questions shall be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover paged. The preferred method of receiving questions is via e-mail with the subject **"QUESTIONS 2025-011** and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

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

SUBMITTING CONFIDENTIAL INFORMATION: An overview is available at www.procurement.sc.gov. For every document Contractor submits in response to or with regard to this solicitation or request, Contractor must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Contractor contends contains information that is exempt from public disclosure because it is either (a) a trade secret or (b) privileged and confidential. For every document Contractor submits in response to or with regard to this solicitation or request, Contractor must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Contractor contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Contractor submits in response to or with regard to this solicitation or request, Contractor must separately mark with the word "PROTECTED" every page, or portion thereof, that Contractor 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, Contractor (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 Contractors marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED." By submitting a response, Contractor agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Contractor marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: Paper offers are required. (a) All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, “Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business.” A copy of the subcontractor’s certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor’s income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, http://dor.sc.gov. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, http://smbcc.sc.gov. [02-2A135-2]

VENDOR REGISTRATION: Contractors who have not provided products/services to the District in the past or within the past three years shall complete a W-9 and submit it with your offer.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice

received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19- 445.2085.

II INSTRUCTIONS FOR OFFERORS-SPECIAL

OFFERING BY LOT-CATERGORY (JAN 2006): Offers may be submitted for one or more complete categories. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024): 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. [022B127-1]

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III. SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

Richland County School District One (RCSD1 or District) seeks to award multiple supplier contracts to provide turn-key repair service and purchase parts for kitchen equipment located throughout the district. The Contractor(s) shall offer prompt and reliable service at fair and reasonable cost, which meet the requirements of the specifications set forth herein. The awarded contracts will include but not limited to furnishing all labor, parts, tools, equipment and supervision necessary for repairing commercial refrigeration, heating, and warming, equipment on as needed basis.

SERVICE PROCEDURES

Upon notification by the District, the Contractor must physically report to the work site within eight (8) hours for assessment. The Contractor shall access the equipment, determining the problem and the corrective repair solution. The Contractor shall email a price quote, based on the contract unit pricing for the repair work. If accepted, the District shall issue the Contractor a purchase order to proceed with repair services. The Contractor shall return to the work site after receiving the purchase order to perform the repair work within twenty-four (24) hours.

The Contractor shall quote prices at regular time for provided services during the Districts operational hours 7:00 a.m. until 4:30 p.m. Eastern, Monday through Friday in accordance with the District school year calendar attached herein Exhibit D.

Emergency Repair Procedures

If the repair work needed is of an emergency nature, as determined solely by the District, the Contractor shall be instructed by the District to submit a written price quote. The District shall stipulate whether the Contractor will quote regular time, overtime due to emergency after the District business operational hours. The District must issue a purchase order to the Contractor before proceeding with any emergency repair services.

Quote/Invoice Procedures

The Contractor's invoice shall clearly state actual hours quoted, actual cost of materials, thereof, a complete description of work performed, location and date. Accompanying their invoice, the Contractor must also include copies of their manufactures/vendor invoices for materials incorporated in the work thereby providing verification of actual material costs and copies of all daily work orders listing each mechanic, apprentice, and/or laborer and their individual hours worked. The original work orders shall be two-copied and signed by the District contact person at the job site. One copy shall be given to the District contact person and one retained for the Contractor's file.

Charges for the Contractors operating expenses such as: transportation, fuel, parking, equipment rental and/or any other overhead expenses must be included as part of the bidder's hourly service price.

Tools, Equipment, Materials and Job Site Safety

All bidders must be merchants dealing in the services on which they bid and must be qualified to repair equipment. Bidders warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, and personnel necessary to satisfactorily perform the contract for which they submit.

All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to Occupational Safety and Health Administration

(OSHA), etc. Adequate barricade shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and on the District property shall fully conform to all local, state, and federal regulations.

The Bidder must be able to perform the required maintenance and service and have direct access to the Original Equipment Manufacturer (OEM) parts. Bidder must have the ability to provide service, twenty four (24) hour, seven (7) days a week. Response time will be within two (2) hours of notification of all service request.

At no additional cost to the District the Contract shall:

A. Obtain all necessary licenses and permits
B. Provide competent supervision.
C. Provide competent workmen.
D. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such any damage, or injury that occurs as a result of their fault or negligence.
E. Perform work without unnecessarily interfering with District learning environment or activities.
F. Must comply with all applicable Federal, State, and County Regulations.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)
After award, all deliveries shall be made and all services provided to the location specified by the school or department in the purchase order.

The equipment list provided herein may not include all kitchen equipment; additionally the District may purchase new kitchen equipment during the period of this contract that the successful Contractor will be responsible to provide repair parts and service.

Equipment

Category I	**Refrigeration Equipment:**	
Manufacturer	Model	Description
Victory Elite	VERSA-2D-SD-HC	Reach-In Refrigerator
Victory Elite	VERSA-1D-SD-HC	Reach-In Refrigerator
Victory	VMCFD58-1-S-HC	Milk Cooler
True	T-49F-HC	Reach-In Refrigerator
True	TMC-58-HC (TMC-58-HC_1304)	Mobile Milk Cooler
True	TMC-58-S-SS-HC	Mobile Milk Cooler
Atosa USA	MBF8004GR	Reach-In Refrigerator
Atosa USA	MCF8725GR	Refrigerator
Category II	**Heated Cabinet Equipment:**	
Manufacturer	Model	Description

Metro	C539-HDS-U (C539-HDS-U_2030)	Heated Holding Cabinet
Alto-Shaam	1000-TH/I	Slo Cook & Hold Oven, Electric
Category III	**Ice Maker Equipment:**	
Manufacturer	Model	Description
Ice-O-Matic	CIM0530FA	Modular Cube Ice Maker
Manitowoc	RNP0320A	Nugget Ice Maker
Category IV	**Convention Oven Equipment:**	
Manufacturer	Model	Description
Blodgett (Middleby)	ZEPH-100-G DBL	Zephaire Convention Gas Oven
Category V	**Combi Oven Equipment:**	
Manufacturer	Model	Description
ChefTop MIND.Maps	UNOX XAVL-2021-GPRS (GAS 110V)	Plus Combi Oven, Gas
Alto Shaam	CTP7-20E	Full-Size Combi-Oven, Steamer, Convection, Electric
Category VI	**Kitchen Ranges Equipment:**	
Manufacturer	Model	Description
Vulcan	SX24-4BN	SX Restaurant Range, Gas
Imperial	ITG-36	Gas Griddle w/Thermostatic Controls
Category VII	**Walk-In Freezer/Cooler Equipment:**	
Manufacturer	Model	Description
Bally	Bally Refrigerated Boxes	Walk-In Freezer
Bally	Bally Refrigerated Boxes	Walk-In Cooler
Category VIII	**Dishwasher Equipment:**	
Manufacturer	Model	Description
Hobart	AM15T	Dishwasher w/ Hot Water
Bally	Bally Refrigerated Boxes	Walk-In Cooler
Kewanee	448041/448039	Post and Pan Washing Unit
Category IX	**Garbage Disposal Equipment:**	
Manufacturer	Model	Description
Hobart	FD4-150-1	Garbage Disposal
Bally	Bally Refrigerated Boxes	Walk-In Cooler

LOCATIONS

ELEMENTARY SCHOOLS			
ARDEN ELEMENTARY SCHOOL 1300 Ashley Street Columbia, SC 29203	FOREST HEIGHTS ELEMENTARY SCHOOL 2500 Blue Ridge Terrace Columbia, SC 29203	MILL CREEK ELEMENTARY SCHOOL 925 Universal Drive Columbia, SC 29209	EDWARD E. TAYLOR ELEMENTARY SCHOOL 200 McRae Street Columbia, SC 29203
BRADLEY ELEMENTARY SCHOOL 3032 Pine Belt RoadColumbia, SC 29204	GASDEN ELEMENTARY SCHOOL 1660 S. Goodwin Circle Gadsden, SC 29052	A.C. MOORE ELEMENTARY SCHOOL 333 Etiwan Avenue Columbia, SC 29205	J.P. THOMAS ELEMENTARY SCHOOL 6001 Weston Avenue Columbia, SC 29203
BRENNEN ELEMENTARY SCHOOL 4438 Devereaux Road Columbia, SC 29205	HOPKINS ELEMENTARY SCHOOL 6120 Cabin Creek Road Hopkins, SC 29061	PINE GROVE ELEMENTARY SCHOOL 111 Huffstetler Drive Columbia, SC 29210	WATKINS-NANCE ELEMENTARY SCHOOL 2525 Barhamville Road Columbia, SC 29204
BROCKMAN ELEMENTARY SCHOOL 2245 Montclair Drive Columbia, SC 29206	HORRELL HILL ELEMENTARY SCHOOL 517 Horrell Hill Road Hopkins,SC 29061	H.B. RHAME ELEMENTARY SCHOOL 1300 Arrowwood Road Columbia, SC 29210	WEBBER ELEMENTARY SCHOOL 140 Webber School Road Eastover, SC 29044
BURNSIDE ELEMENTARY SCHOOL 7300 Patterson Road Columbia, SC 29209	BURTON-PACK ELEMENTARY SCHOOL 111 Garden Drive Columbia, SC 29204	HYATT PARK ELEMENTARY SCHOOL 4200 North Main Street Columbia, SC 29203	ROSEWOOD ELEMENTARY SCHOOL 3300 Rosewood Drive Columbia, SC 29205
LEWIS GREENVIEW ELEMENTARY SCHOOL 726 Easter Street Columbia, SC 29203	W.S. SANDEL ELEMENTARY SCHOOL 2700 Seminole Road Columbia, SC 29210	CARVER-LYON ELEMENTARY SCHOOL 2100 Waverly Street Columbia, SC 29204	LOGAN ELEMENTARY SCHOOL 815 Elmwood Avenue Columbia, SC 29201
SATCHEL FORD ELEMENTA RY SCHOOL 5901 Satchel Ford RoadColumbia, SC 29206	CAUGHMAN ROAD ELEMENTARY SCHOOL 7725 Caughman Road Columbia, SC 29209	MEADOWFIELD ELEMENTARY SCHOOL 525 Galway Lane Columbia, SC 29209	SOUTH KILBOURNE ELEMENTARY SCHOOL 1400 S. Kilbourne Road Columbia, SC 29205

MIDDLE SCHOOLS			
ALCORN MIDDLE SCHOOL 5125 Fairfield Road Columbia, SC 29203	CRAYTON MIDDLE SCHOOL 5000 Clemson Avenue Columbia, SC 29206	HEYWARD GIBBES MIDDLE SCHOOL 500 Summerlea Drive Columbia SC 29203	HAND MIDDLE SCHOOL 2600 Wheat Street Columbia, SC 29205
HOPKINS MIDDLE SCHOOL 1601 Clarkson Road Hopkins, SC 29061	W.A. PERRY MIDDLE SCHOOL 2600 Barhamville Road Columbia, SC 29204	ST. ANDREWS MIDDLE SCHOOL 1231 Bluefield Road Columbia, SC 29210	W.G. SANDERS MIDDLE SCHOOL 3455 Pinebelt Road Columbia, SC 29204
SOUTHEAST MIDDLESCHOOL 731 Horrell Hill RoadHopkins,			

HIGH SCHOOLS			
COLUMBIA HIGH SCHOOL 1701 Westchester Drive Columbia, SC 29210	DREHER HIGH SCHOOL 3319 Millwood Avenue Columbia, SC 29205	EAU CLAIRE HIGH SCHOOL 4800 Monticello Road Columbia, SC 29203	A.C. FLORA HIGH SCHOOL1 Falcon Drive Columbia, SC 29204
C.A. JOHNSON HIGHSCHOOL 2219 Barhamville Road Columbia, SC 29204	W.J. KEENAN HIGH SCHOOL 361 Pisgah Church Road Columbia, SC 29203	LOWER RICHLAND HIGH SCHOOL 2615 Lower RichlandBoulevard Hopkins, SC 29061	CHALLENGER LEARNING CENTER 2600A Barhamville Road Columbia, SC 29204
PENDERGRASS FAIRWOLD SCHOOL 5935 Token Street Columbia, SC 29203	HALL INSTITUTE 220 Faison Drive Columbia, SC 29203	CAROLINA SCHOOL FOR INQUIRY 7504A Fairfield RoadColumbia, SC 29202	RICHLAND ONE MIDDLE COLLEGE 316 S. Beltline Blvd. Columbia, SC 29205

ADMINISTRATIVE BUILDINGS			
SAB STEVENSON 1616 Richland Street Columbia, SC 29201	WAVERLY 1225 Oak Street Columbia, SC 29204	RICHLAND ONE ADULT EDUCATION CENTER 2612 Covenant Road Columbia, SC 29204	HEYWARD CAREER & TECHNOLOGY CENTER 3560 Lynhaven Drive Columbia, SC 29204
OLYMPIA LEARNING CENTER 621 Bluff Road Columbia, SC 29201	MOTOR POOL 220 Wayne Street Columbia, SC 29201	CENTRAL KITCHEN 1224 Whitney Street Columbia, SC 29201	CENTRAL SERVICES FACILITY 201 Park Street Columbia, SC 29201
LYON STREET STUDENTSERVICES 1310 Lyon Street Columbia, SC 29204			

TRANSPORTATION BUS OFFICES	
NORTH MAIN TRANSPORTION OFFICE 8012 Wilson Boulevard Columbia, SC 29203	LOWER RICHLAND TRANSPORATION OFFICE 1513 Rabbit Run Road Hopkins, SC 29061

DISTRICT STADIUMS	
BOLDEN STADIUM 2600 Barhamville Road Columbia, SC 29204	LOWER RICHLAND STADIUM 2615 Lower Richland Boulevard Hopkins, SC 29061
MEMORIAL STADIUM 1100 South Holly Columbia, SC 29205	W.J. KEENAN 361 Pisgah Church Road Columbia, SC 29203

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IV. INFORMATION FOR CONTRACTORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015) Offerors shall submit a signed Cover Page and Page Two. Your offer shall include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. Offerors shall submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006) Please submit the following information:

1. A professional resume training and experience of techs including applicable manufactures certifications.
2. A brief narrative describing the services to be provided. The narrative shall include sample quote and invoice with company logo.
3. Reference for at minimum three (3) past performance to include at least one (1) K12 environment. The references must include a summary of services provided, location, contact name, email, and phone number.
4. Daily rate charged for services. Return Bid Schedule, Section VIII with this information. Bidders must submit a bid for the line category they are interested in providing. By responding to the appropriate category, awards will then be categorized to the responsive and responsible bidder providing the lowest cost.

V. QUALIFICATIONS

QUALIFICATION OF CONTRACTOR/VENDOR: (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may consider information from any source at any time before award. We may elect to consider (a) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising before the date a business was established, and/or (b) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information in grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.”

QUALIFICATIONS -- REQUIRED INFORMATION (Modified)
If requested by the Procurement Officer after bid opening, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following

requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)
If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA—BIDS: Award will be made to the lowest responsible and responsive bidder(s) by lot/category.

AWARD BY LOT/CATEGORY (JAN 2006) Award will be made by individual lot/category.

AWARD TO MUPLTIPLE OFFERORS: Award may be made to more than one Offeror.

VII. TERMS AND CONDITIONS - A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE
(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments shall be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [7A.004]

BANKRUPTCY – GENERAL: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written

notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [7A.005]

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [7A.010]

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024): Any contract resulting from this solicitation is formed pursuant to RCSD1 and the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)
(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the District's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.
(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal government offices are closed and District business is not expected to be conducted, payment may be made on the following business day. [7A.020]

DISPUTES (MAY 2024): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in

accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-2]

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. (a) Regarding contracts involving federally assisted construction contracts, see (1) 41 C.F.R. Section 60-1.4; can be included by reference per Section 60-1.4(b)(1),(d); automatically included per Section 60-1.4(e); (2) 41 C.F.R. Section 60-4.2; automatically included per Section 60-4.9; (3) 41 C.F.R. Section 60-4.3; automatically included per Section 60-4.9.
(b) Regarding requirements for Disabled Veterans, see 41 C.F.R. Section 60-250.5; can be included by reference per Section 60-250.5(d); automatically included per Section 60-250.5(e).
(c) Regarding requirements for Disabled Individuals, see 41 C.F.R. Section 60-741.5; can be included by reference per Section 741.5(d); automatically included per Section 60-741.5(e).
(d) Legal office has notebook with CFR Title 41, Part 60, and the relevant provisions.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [7A.035]

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [7A.040]

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason. [7A.045]

NOTICE (MAY 2024): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either

party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-2]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an 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. [07-7A053-1]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)
(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.
(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or shall have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT & INTEREST: (a) The District shall pay the contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off. [7A.055]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PAYMENT WITH PROPER INVOICE*:* Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Contract number or other authorization for delivery of service
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
- Other substantiating documentation of information as required by the contract.

An itemized invoice shall be provided regardless of payment the District to the address below:
Richland County School District One
Attn: Accounts Payable
PO Box 11615
Columbia, SC 29211

During the term of the contract, if the District identifies items that have been overcharged, the contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the District may result in the contract being terminated.

PURCHASE ORDERS: Contractor/Vendor shall not perform any work prior to the receipt of a purchase order from Richland County School District One. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [7A.065]

SETOFF: The District shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [7A.070]

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the District designated receiving site, or other location, as specified herein.]

STORAGE OF MATERIALS (JAN 2006): Absent approval of the District, Contractor shall not store items on the premises prior to the time set for installation. [07-7B235-1]

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

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge

the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [7A.080]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [7A.085]

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [7A.090]

WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing. [7A.095]

VII. TERMS AND CONDITIONS - B. SPECIAL

BLANKET PURCHASE ORDER AGREEMENTS:
(a) Pursuant to S.C. Regulation 19-445.2100(B), this purchase order establishes a blanket purchase agreement to facilitate filling repetitive needs for small quantities of miscellaneous supplies or services. Contractor shall furnish the supplies or services described herein in general terms, if and when requested by authorized personnel during the specified period and within the stipulated aggregate amount, if any. The State is obligated only to the extent of authorized calls actually placed against this blanket purchase agreement. Only those individuals expressly identified herein, by organizational component, and within any dollar limitations identified herein, may place calls under the agreement. Calls against this blanket purchase agreement generally will be made orally, except that informal correspondence may be used when ordering against agreements outside the local trade area. Written calls may be executed. Acceptance of supplies, services, or information technology shall be indicated by signature and date on the appropriate form by authorized personnel after verification and notation of any exceptions. This agreement shall be issued for a period of no longer than 12 months.
(b) All shipments under the agreement, except subscriptions and other charges for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information: (1) name of supplier; (2) blanket purchase agreement number; (3) date of call; (4) call number; (5) itemized list of supplies or services furnished; (6) quantity, unit price, and extension of each item less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and (7) date of delivery or shipment.
The State shall choose one of the following statements:

___ A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.
___ An itemized invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Such invoices need not be supported by copies of delivery tickets.
___ When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated provided that a consolidated payment will be made for each specified period; and the period of any discounts will commence on final date of billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later. This procedure shall not be used if the accumulation of the individual invoices materially increases the administrative costs of this purchase method.
[07-7C005-1]

CHANGES (JAN 2006)
(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [7B.035]

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [7B.045]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than
$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such

insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR PERSONNEL (JAN 2006)
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)
The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT: (a)(1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-
(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples
of such causes include (1) Acts of God (force majeure) or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources

in sufficient time for the Contractor to meet the required delivery schedule.
(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.
(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract. [7B.075]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)
The district may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY - UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [7B.095]

FEDERAL REGULATIONS: In cases where a purchase is funded wholly or partially with federal funds, the Contractor will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines: https://www.ecfr.gov/cgi -bin/text -idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl https://www.acquisition.gov/?q=browsef ar

ILLEGAL IMMIGRATION: An overview is available at www.procurement.sc.gov
By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b)

include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [7B.097]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION: (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1,
Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee
or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.
(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
(d) "Indemnitee" means the Richland County School District One, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [7B.102]

LICENSES AND PERMITS (JAN 2006)
During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

PRICE ADJUSTMENTS (JAN 2006)
(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor

(including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)
Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI "OTHER GOODS & SERVICES": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all South Urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov. [7B.175]

PRICING DATA – AUDIT – INSPECTION: [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation District in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the District may inspect any part of your place of business which is related to performance of the work. (d)

Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the District context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the District context).
(e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the District. [7B.185]
PURCHASING CARD: At the discretion of the District to utilize Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or a joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [7B.205]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES:
(a) Citizens, as well as public[c employees (acting in their individual capacity), shall not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction. [7B.212]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [7B.240]

TERM OF CONTRACT – OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [7B.255]

TERMINATION FOR CONVENIENCE – SHORT FORM: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause. [7B.260]

THIS SECITON LEFT BLANK INTENTIONALLY

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Offeror may elect to provide an offer for one or more categories. Award shall be issued by category to offerors deemed responsive and responsible with the lowest bid. Offeror's do not have to bid on all categories must enter **"NO BID"** response for the column provided. Failure to adhere to the requirement may deem the offer non-responsive.

CATEGORY I – REFRIGERATION EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY II – HEATED CABINET EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY III – ICE MAKER EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY IV – CONVENTION OVEN EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY V – COMBI OVEN EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY VI – KITCHEN RANGE EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY VII – WALK IN FREEZER & COOLER EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY VIII – DISHWASHER EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

CATEGORY IX – GARBAGE DISPOSAL EQUIPMENT
LABOR RATES FOR SERVICES

Description	Labor Rate	Hours	Total
Normal District Business Hours: Monday-Friday 7:00 a.m. to 4:30 p.m.	$	x 24=	$
Overtime: Saturdays and Before 7:00 a.m., after 4:30 p.m.	$	x 8=	$
Premium: Sundays and Holidays	$	x 8=	$
Callout/Service Call Charge: (NOTE: No additional mileage or travel time will be allowed)	$	x 8=	$
Parts Markup from Contractors Cost: *Example: $5,000.00 x 10% markup = $5,500.00* $5000.00 x _____**%** of Markup = (The Contractor must provide OEM/Part source invoices, per occurrence.)			$
		TOTAL BID AMOUNT: *OR ENTER **"NO BID"***	**$**_____ 1 YEAR

The section below must be completed per category.

*Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

DECLARATION

In response to the Invitation to Bid and in compliance with the offerors for ITB 2025-011, the undersigned offeror proposes and agrees, if this offer is accepted, to enter into a Contract with the District on the terms included in the solicitation Documents, and to perform all work as specified or indicated in said documents, for the daily rate indicated in this bid and in accordance with the other terms and conditions of the solicitation.

Additionally, the undersigned declares that the person or person(s) signing this offer is/are authorized to sign the offer on behalf of the firm listed, and to fully bind the firm listed to all the conditions and provisions thereof. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror or Bidder. An offer may be submitted by only one legal entity. The entity named as the Offeror or Bidder 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.

Company Name: _____
(Print)

Authorized Representative: _____Title:_____
(Print)

Email Address: _____ Phone: _____

IX. ATTACHMENTS TO SOLICITATION

A. Bid Response

B. Offer's Checklist

C. Vendor Application (C-1) /W9 (C-2)

D. 2024-2025 Academic District's Calendar

EXHIBIT A

RICHLANDCOUNTYSCHOL DISTRICT ONE
PROCUREMENT SERVICES
E-mail to Timika.beaver@richlandone.org

Solicitation Number: **ITB 2025-011**

Solicitation Name: **Provide Kitchen Equipment Parts and Repair Services**

Proposal Opening Date: **November 22, 2024 @ 11:00 A.M. EST**

If you are **NOT RESPONDING** to this solicitation, please identify the reason(s) listed below on this form and this form by e-mail to Timika.beaver@richalndone.org. Failure to respond to three (3) consecutive RCSD1 solicitations may result in your firm being removed from the District Bidder's List.

Company Name: _____

- □ Small Woman
- □ Minority Business Enterprise
- □ SWMBE
- □ Others

Representative Name: _____

Telephone/Fax Number: _____

- □ Do not sell or provide requested products and/or services
- □ Cannot comply with specifications/scope of work
- □ Specifications/scope of work is unclear
- □ Cannot meet delivery timeframe and/or period of performance
- □ Delivery timeframe and/or period of performance unreasonable
- □ Cannot meet insurance and/or bond requirements
- □ Not enough time to prepare bid/proposal
- □ Plan to subcontract
- □ Job too small
- □ Job too large
- □ Current workload does not permit (provide details)
- □ Cannot provide competitive pricing
- □ Other (please explain): _____

_____

_____

Thank you for your assistance; please return Form within three (3) days after proposal opening date.

EXHIBIT B

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES
Web site: www.richlandone.org

Review this checklist prior to submitting your proposal
If you fail to follow this checklist, you risk having your proposal rejected.

- ☐ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ☐ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ☐ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ☐ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- ☐ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- ☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHALL APPEAR IN ALL AMENDMENTS ISSUED.
- ☐ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ☐ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ☐ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- ☐ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT C-1

Vendor No:

RICHLAND ONE

Procurement Services
Vendor Application201
Park Street
Columbia, SC 29201
PH: 803-231-7033
(Subject to any federal, state and local laws)

The District **does not accept vendor applications directly from vendors. Vendor applications (new and updated) **must** be submitted internally through a Richland County School District One employee before being created. (i.e. **Bookkeepers, Administrative Assistants, or Department Heads).** **

****Richland One employees will forward completed applications to the Procurement Services Department.** **
****NO APPLICATION WILL BE PROCESSED WITHOUT A COMPLETE W-9 ATTACHED****

Please check the appropriate boxes:

☐ M-Minority ☐ S-Small ☐ W-Woman ☐ O-Other ☐ W-9 Attached

* What services are being rendered? _____ **(ex. Consulting, professional development, etc.).**

Name of Company: _____	DBA: _____
Contact 1: _____	SSN or FEIN: _____
Contact 2: _____	Business License Number: _____ State: _____
Telephone Number: _____	How long in present business: _____ Years
Fax Number: _____	**In the interest of protection for the District and its vendors, it is mandatory for vendors to have purchase authorization in the form of a signed Purchase Order BEFORE placing an order.**
Address To Which Bids/Quotes and Purchase Orders Are To Be Mailed:	Remittance Address (If Different From Bids/Quotes/PO Mailing Address):
Email Address For Electronic Purchase Order Transmittals To Be Mailed: _____ Website: _____	P-Card Payment Preferred _____ Yes _____ No An active application does not legally entitle a vendor to any particular solicitation, therefore, vendors are encouraged to check the District's website: www.richlandone.org for legal notices of Invitation to Bid (IFB). The Procurement Department may also be contacted for solicitation information.

Type of Organization (Check One) _____ Individual _____ Partnership _____ Corporation _____ Other

RCSD One requires that no employee or Board of School Commissioners may have a special interest in any contract paid with funds belonging to or administered by the Board of School Commissioners. If you/your firm have such a relationship, attach a separate sheet explaining the relationship. All transactions are governed by the laws of the State of South Carolina and the Board of School Commissioners for RCSD One.

I certify that information supplied herein is correct and neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as known, now debarred, suspended or otherwise declared ineligible by any agency of Federal Government, agencies of the State of South Carolina or by Richland County School District One.

_____ _____
Person Authorized to Sign this Application, Title Date

EXHIBIT C-2

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

Employer identification number: __ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 12-2011)

https://www.richlandone.org/cms/lib/SC02209149/Centricity/Domain/145/Vendor%20Application%20%20rev%204-2021%20fillable.pdf

RICHLAND ONE 2024-2025 ACADEMIC CALENDAR

Year-Round Modified School Calendar

Independence Day Holiday	July 4
Teachers Return	August 1
Professional Development Days (No School for Students)	August 1-5
Teacher Workdays	August 6-7
First Day of School for Students	August 8
Labor Day Holiday	September 2
Early Dismissal for Students/Professional Development	September 20
End of First Quarter	October 10
Teacher Workday	October 11
Early Dismissal for Students/Parent-Teacher Conferences	October 25
Election Day Holiday	November 5
Thanksgiving Break	November 25-29
End of Second Quarter	December 20
Early Dismissal for Students/Teacher Workday	December 20
Winter Break	December 23 - January 3
Teacher Workday	January 6
Early Dismissal for Students/Professional Development	January 17
Dr. Martin Luther King, Jr. Holiday	January 20
Professional Development (No School for Students)	February 14
Student/Staff Holiday	February 17
End of Third Quarter	March 13
Teacher Workday	March 14
Early Dismissal for Students/Parent-Teacher Conferences	March 28
Spring Break	April 14-21
Memorial Day Holiday	May 26
Last Day of School for Students (Early Dismissal for Students)	May 28
End of Fourth Quarter	May 28
Last Day for Teachers (Workday)	May 29

CALENDAR NOTES

180-day employees do not work on 10/11, 1/6, 2/14, 3/14 and 5/29

184-day and 186-day employees do not work on 10/11, 1/6, 3/14

240-day employees work on 11/25-11/26, 12/23, 1/3, 2/17, and 4/21

Student and Staff Make-up Days: November 25, November 26, April 21

CALENDAR KEY

- First/Last Day of School for Students
- Professional Development Day (No school for students)
- Student/Staff Holiday (Schools/Offices Closed)
- Teacher Workday (No school for students)
- Professional Development (Early Dismissal for Students)
- End of Nine Weeks
- Early Dismissal for Students-Parent Teacher Conferences

2024-2025 Work Schedule

	First Workday	Last Workday
180-day employees	8/8/24	5/28/25
184-day employees	8/6/24	5/29/25
186-day employees	8/5/24	5/30/25
190-day employees	8/1/24	5/29/25
200-day employees	7/25/24	6/5/25
220-day employees	7/11/24	6/19/25
240-day employees	7/1/2024	6/30/25

JULY 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					