



District Five of Lexington and Richland Counties

**Invitation for Bid
Amendment # 1**

Solicitation #	2025-016
Date Amendment Issued	11/20/2024
Procurement Official	Lynda Robinson
Phone	(803) 476-8140
E-Mail Address	D5bids@lexrich5.org

DESCRIPTION	Cafeteria Equipment Repair
<i>The Term "Offer" Means Your "Bid" or "Proposal"</i>	
SUBMIT OFFER BY	December 3, 2024 @ 11:00 am
QUESTIONS MUST BE RECEIVED BY	November 19, 2024 @ 12 pm Time Has Passed
NUMBER OF COPIES TO BE SUBMITTED	1 original

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

School District Five of Lexington and Richland Counties
Purchasing Office
1020 Dutch Fork Road
Irmo, SC 29063

CONFERENCE TYPE: Not Applicable DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Not applicable
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AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards
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You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above) DATE SIGNED	

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. The entity named as the Offeror **must** be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO.
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PAGE TWO
(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 should 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)
	Order E-Mail Address:
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS:
Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

In-State Office Address same as Home Office Address
 In-State Office Address same as Notice Address (check only one)

PREFERENCES DO NOT APPLY

AMENDMENT #1
CAFETERIA EQUIPMENT REPAIR
SOLICITATION # 2025-016

The Solicitation may be amended at any time prior to opening. Submitters shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "DISTRICT'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION, ~~STRICKEN~~ TEXT IS DELETED.

Solicitation questions and district responses are detailed below. (Questions are presented in the format received).

Question #1: - How do we account for travel charges on the quote? Do they get listed separately or included in labor charges, or is it understood that it will be added to each trip, along with other charges not listed on the RFQ?

The District's Response: Travel charges must be included in the labor charge. The District will not pay a separate travel charge

Question #2: - On page 6, the statement that applies to the Davis Act, that only applies to construction bid awards, or is that to apply also to services bids such as this one?

The District's Response: The Davis-Bacon requirements apply to all prime contract and subcontract laborers and mechanics performing construction, alteration or repair work. Minor repairs or routine maintenance on existing equipment are not subject to the Davis-Bacon Act.

Question #3: - Can we put in a statement for the bid to be for 12 months, and with the renewal of the next 4 years, and possibly build a tiered bid, to put in a small % increase over the following 4 renewals to cover labor increases and possible cost increases as we have seen over the last few years?

The District's Response: The terms of the contract stated in the solicitation remain unchanged.

Question #4: - As for the warranty, the industry standard for service and parts warranty is 90 days. It looks like in the contract that the requested one year of warranty is for construction projects, which we would not be able to do. Can that be changed in the contract?

The District's Response: See section VII. Terms and Conditions B. Special, Item#4:

Warranty: All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty for the part enforced. During the warranty period, there shall be no additional charges to the District for labor or parts on the specific equipment repaired. All parts furnished shall be newly manufactured.

~~*WARRANTY- STANDARD: All workmanship and products finished and/or installed under this contract shall be guaranteed by the Contractor against defects for one (1) year after completion.*~~

End of Amendment # 1