Solicitation: FAC2425-13
Issue Date: June 12, 2025
Buyer: Criselda Mendoza-Landa
Phone: (843) 398-2272
Email: Criselda.mendozaland@darlington.k12.sc.us

Request For Proposal (RFP)

DESCRIPTION: Cafeteria Equipment Service Repair

RFP ESTIMATED TIMELINE	DATES
Issue Request for Proposal	June 12, 2025
Deadline for Questions	June 20, 2025, by 10:00 AM (EST)
Anticipated Issue Response to Questions	June 24, 2025, by 5:00 PM (EST)
Deadline to Submit Proposal/Opening date	June 30, 2025, by 11:00 AM (EST)

Acknowledgment of Amendments offerors acknowledges receipt of amendments by indicating amendment number , date of issue and Initials of Offeror.	**Amendment Number** ☐	**Amendment Number** ☐	**Amendment Number** ☐	**Amendment Number** ☐
Date of Amendment				
Initials of Offeror				

AWARD & AMENDMENTS	It is anticipated that a "Notice of Intent to Award" or "Contract Award" will be posted in the Darlington County School District Office, 120 E Smith Ave., Darlington, SC, sent to all Bidders and posted on the District's website at www.dcsdschools.org click "Departments" click "Business Office" click "Procurement" click "Solicitation Awards" click "2024-25 Solicitation Awards" within thirty (30) days following the bid opening date and time. Any resulting contract from this solicitation will incorporate the terms, conditions, provisions, specifications and/or scope of work described herein except as may be amended by any amendment, "Notice of Intent to Award," or "Contract Award." This solicitation and any amendments will also be posted on the District's website.

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 forty-five (45) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship SSN _____ -_____ - _____ □ Corporation Federal ID # _____ □ S. C. Minority Vendor Minority Vendor # _____ □ Other _____ (See provision entitled "Signing Your Offer".)
AUTHORIZED SIGNATURE (Offeror named Person signing must be authorized to submit binding offer to enter contract on behalf of above.)	
AUTHORIZED PERSON'S NAME PRINTED	
TITLE (Business title of person signing above) / DATE	CITY STATE
MAILING ADDRESS CITY STATE ZIP	
STREET ADDRESS CITY STATE ZIP	
E-MAIL TELEPHONE FAX	

Solicitation Outline

I. Scope of Solicitation

II. Instructions to Offerors

A. General Instructions

B. Special Instructions

III. Scope of Work / Specifications

May be blank if Bidding Schedule

IV. Information for Offerors to Submit

V. Qualifications

VI. Evaluation criteria and Award

VII. Terms and Conditions

A. General

B. Special

VIII. Bidding Schedule

Attachment A: REFERENCE FORM

Attachment B: Planned Maintenance Check List: COOKING EQUIPMENT

Attachment C: Planned Maintenance Check List: KETTLES/STEAMERS/COMBI OVENS

Attachment D: Planned Maintenance Check List: REFRIGERATION UNITS

Attachment E: Planned Maintenance Check List – ICE MAKERS

Attachment F: OFFEROR'S CHECKLIST

I. Scope of Solicitation:

The federally-funded Child Nutrition Program operating in Darlington County School District is seeking to establish a contract with a qualified vendor to perform repair work for Cafeteria Equipment including: Receiving Emergency and Non-Emergency Service Repair Calls, Furnishing & Delivering all Labor, Equipment, and Materials to complete repairs of Commercial Cooking Equipment on an as-needed basis for seventeen (17) public school cafeterias within Darlington County Schools District.

Awarded vendor must be able to service within 24-hours for emergency calls.

MAXIMUM CONTRACT PERIOD – (ESTIMATED): Year One: July 1, 2025 - June 30, 2026, Year Two (if renewed): July 1, 2026 - June 30, 2027, Year Three (if renewed): July 1, 2027 - June 30, 2028, Year Four (if renewed): July 1, 2028 - June 30, 2029. Year Five (if renewed): July 1, 2029 - June 30, 2030. Dates provided are estimates only. Any resulting contract will begin on the date specified in notice of award. Extensions beyond this contract period must be approved by the DCSD Superintendent. See clause "Term of Contract – Effective Date/Initial Contract Period."

II. INSTRUCTIONS TO OFFERORS

Darlington County School District is requesting proposals from interested parties:

All bidders must submit one (1) original paper proposal along with two (2) paper copies to be used by the evaluation committee.

All proposals must be submitted in a sealed package.

A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.dcsdschools.org Click Departments, Click Business Office, Click Procurement, Click Solicitations, & Click 2024-25 Solicitations, (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

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

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the procurement officer of Darlington County School District or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office for Darlington County School District prior to the bid opening.

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

(1) AMENDMENT - means a document issued to supplement the original solicitation document.
(2) BOARD - means the Darlington County School District Board of Education.
(3) BUYER - means the Procurement Officer.
(4) CHIEF PROCUREMENT OFFICER – means the Director of Purchasing or designee.

(5) COVER PAGE - means the top page of the original solicitation on which the solicitation is identified by number.
    a. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
(6) DISTRICT – means Darlington County School District.
(7) OFFER - means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
(8) OFFEROR - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
(9) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
(10) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
(11) SUCCESSFUL BIDDER - The Bidder chosen by the District for award of a contract. (Also known as the "Contractor" upon commencement of the contract)
(12) SUBCONTRACTOR - means an individual or entity having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
(13) YOU and YOUR - means Offeror.
(14) CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
(15) CONTRACT See clause entitled Contract Documents & Order of Precedence.
(16) WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

EMPLOYEE BACKGROUND CHECKS: By signing your offer, the Offeror agrees to prohibit any employees or sub-contractor employees from performing work or services for the District if they are deemed to be a registered sex offender, or pose a known criminal danger to students or staff. These background checks must be completed by the Offeror prior to performing any work or services for the District.

TAXES OMIT FROM PRICE Do not include any taxes in your price that Darlington County School District may be required to pay.

PROTESTS Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) calendar days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Chief Procurement Officer, 120 East Smith Avenue, Darlington, SC 29532 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PURCHASE ORDERS Contractor shall not perform any work prior to the receipt of a purchase order from the District.

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. Prices will not be divulged at this time.

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 employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communication must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations 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. [R. 19-445.2165] [02-2A087-1]

QUESTIONS FROM OFFERORS (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) Darlington County School District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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

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

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

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Darlington County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

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

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

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

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, ore receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information –Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids. Section 8-13-1150.

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

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

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

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

TERM OF CONTRACT: It is the intent of the District to award a multi-term contract with one or more offeror(s) for the initial contract period, to begin on the date of award. The District intends to enter into a term contract with the awarded firm to provide on-going, related services in one (1) year increments for a maximum contract term of five (5) years. The resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract.

B. SPECIAL INSTRUCTIONS

Questions Relating to this Request for Proposal
Questions for the purpose of clarifying any part of this RFP must be in writing and can be delivered, or e-mailed to: Criselda Mendoza-Landa, Darlington County School District, Procurement Specialist, 120 E Smith Avenue, Darlington, SC 29532.

E-mail: Criselda.mendozaland@darlington.k12.sc.us The solicitation number and name must be clearly noted on all correspondence. For correspondence via e-mail, put it in the 'Subject" field.

Questions for the purpose of clarifying any part of this IFB will be responded to and will be posted at the following web address: www.dcsdschools.org Click Departments, Click Finance & Procurement, Click Solicitations, Click 2024-25 Solicitations**.**

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

Faxed bids are not acceptable.

Required: (if mailed)
Clearly mark the outside of the sealed envelope, box, or package containing the bid and the FEDEX or UPS package with the solicitation # and solicitation description found on the cover page.

Hand delivery/Mail/ Courier service to:
Criselda Mendoza-Landa
Darlington County School District
Procurement Office
120 E Smith Avenue
Darlington, SC 29532

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

Pre-bid Meeting N/A

III. SCOPE OF Work / SPECIFICATIONS

Darlington County School District is seeking to establish a contract with qualified vendor to perform repair work for Cafeteria Equipment including: Receiving Emergency and Non-Emergency Service Repair Calls, Furnishing & Delivering all Labor, Equipment, and Materials to complete repairs of Commercial Cooking Equipment on an as-needed basis for seventeen (17) public school cafeterias within Darlington County Schools District.

Awarded vendor must be able to service within 24-hours for emergency calls.

Service Specifications:

The Vendor will Furnish & deliver all labor, equipment, and materials to complete repairs of commercial cooking equipment on an as-needed basis for seventeen (17) public school cafeterias. Current kitchen equipment includes but is not limited to convection ovens, combi-ovens, tilt-skillets, kettles, serving lines with heating wells/cold wells, commercial dish machines, warming cabinets, fryers, braising pans, ice machines and can openers. Services are primarily requested to be performed during school operating hours (approximately 6:30 a.m. to 2:30 p.m.) but vary by location. There is no known need for cafeteria equipment repair services to work after hours.

All workmanship and materials shall be first class. All materials and work associated with this contract shall meet or exceed all federal, state, and local codes and shall be in compliance with all federal, state, and local laws and regulations. All work shall be self-performed by the Contractor, and the Contractor shall be fully responsible for ensuring that all work is conducted in compliance with OSHA safety standards. The Contractor shall be responsible for any and all OSHA violations or citations as well as any fees, fines, or penalties that may result from the OSHA violations or citations issued. The Contractor must meet all legal requirements to service commercial cooking equipment in the State of South Carolina.

Vendor Service Requirements:

- Vendor will receive cafeteria equipment repair requests from school district representative via telephone call or electronically as agreed upon between the school district and vendor
- Vendor must be able to handle emergency and non-emergency equipment repair requests. Emergency service requests must be completed within 24-hours.
- Vendor's service personnel must have the service report signed by the manager or designee at each school site where service is rendered.
- A copy of the signed service report is to be given to the cafeteria manager or designee at each school site where service is rendered.
- Monthly invoices must include the signed service report attached along with labor cost, parts cost, and other costs incurred during the service visit.
- Invoices are to be mailed directly to the Darlington County Schools Child Nutrition Services Office.
- Monthly invoices must include the signed service report attached along with labor cost, parts cost, and other costs incurred during the service visit.
- Invoices are to be mailed directly to the Darlington County Schools Child Nutrition Services Office at 100 Magnolia Street Darlington, SC 29532.

Supporting Materials (Vendor To Provide):

- Vendor must provide a minimum of (3) three written references (with a contact person and phone number included) from school districts of comparable size where the vendor has the program in use. Each reference must be from a different school district.
- Vendor must also provide a list of references that have terminated services (if any) for services within a 3-year period (with contact person and phone number included).
- Vendor shall be the sole contractor and shall fulfill all items and requirements of the proposal.

Pricing

- The vendor shall provide an offer on forms provided by the School District, indicating unit pricing, and attaching additional pages if needed.
- The vendor should include hourly labor rates, material cost markup rate(s), and all additional unit pricing that may apply.
- Prices shall be per unit of delivered service/product to each end-user location (school) and shall include all charges for packaging, transportation to the schools, gratuities for delivery personnel, and any other charges incurred by the vendor.
- Proposed prices shall remain fixed throughout the duration of the contract. Any pricing listed on monthly invoices that are not listed in the proposal certification pricing form will be deducted from the payment.

IV. INFORMATION FOR OFFERORS TO SUBMIT

1. All bids should be complete and should convey all of the information requested by the District. If significant errors are found in the Offeror's bid, or if the bid fails to conform to the essential requirements of the RFP, the District and the District alone will be the judge as to whether the variance is significant enough to reject the bid. Bids which included either modifications to any of the contractual requirements of the RFP or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.
2. Offeror is to provide Signature Sheet (Page 1)
3. Vendor Application Form (Page 14)
4. Bid Schedule (Page 15)
5. Attachment A: REFERENCE FORM (Page 17)
6. Attachment B: Planned Maintenance Check List: COOKING EQUIPMENT (Page 18)
7. Attachment C: Planned Maintenance Check List: KETTLES/STEAMERS/COMBI OVENS (Page 19)
8. Attachment D: Planned Maintenance Check List: REFRIGERATION UNITS (Page 20)
9. Attachment E: Planned Maintenance Check List – ICE MAKERS (Page 21)
10. Certificate of Insurance with DSCD named as Certificate holder (Must be provided if awarded bid).

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

V. QUALIFICATIONS

Offeror must, upon request of the District, furnish satisfactory evidence of its ability to furnish the goods or services requested in accordance with the terms and conditions set forth in this bid. The District reserves the right to make the final determination as to the Offeror's ability to provide the goods/services requested herein. A SC General or Mechanical Contractors license is required for anyone performing commercial construction over 5,000 in the regulated classifications listed in Title 40, Chapter 11, Section 40-11-410. Commercial contractors will be required to include their SC License # on the bidding schedule. (If applicable)

VI. EVALUATION AND AWARD CRITERIA

POTENTIAL AND ACTUAL PROPOSERS SHALL **NOT** CONTACT MEMBERS OF THE BOARD OF TRUSTEES OR THE DISTRICT EVALUATION/SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.

A. EVALUATION OF OFFERS

1. RESPONSIVENESS: Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee.

2. EVALUATION CRITERIA: Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Evaluation/Selection Committee. The proposals that meet the stated qualifications and submission requirements shall be ranked utilizing the evaluation criteria stated below. Once an initial ranking of all proposals has been conducted, the District may elect to award to the top ranked offeror/firm or conduct interviews with the three highest ranked offers/firms. If the Evaluation/Selection Committee elects to interview the top ranked offers/firms, a list of offerors/firms selected for interview shall be sent to all offerors/firms that submitted a proposal.

Criteria	Ranking
Responsiveness to specifications of the RFP	35
Experience, References, and Capabilities	25
Quality and convenience of Service and materials	30
Fees and rates	10

1. DEMONSTRATIONS: The District Evaluation/Selection Committee may require demonstrations of the products/services offered by the highest ranked Offeror(s).

2. INTERVIEWS: The District Evaluation/Selection Committee reserves the right to conduct interviews with the highest ranked Offeror(s) after the initial evaluation has been completed. The primary purpose of the interviews shall be to provide such further information as may be required by the District Evaluation/Selection Committee to fully acquaint itself with the relative qualifications of the short-listed firms with regard to the project(s) and the Owner's needs. Elaborate presentations are discouraged, the Owner's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Interviews will be conducted virtually. Any cost associated with the interview process shall be borne by the Offeror.

B. AWARD

AWARD TO HIGHEST RANKED OFFEROR(S): Award shall be determined by the highest ranked, responsive, and responsible offeror(s) whose offer is determined to be the most advantageous to the District.

The District intends to contract with one (1) vendor only for all services.

VII. Terms and Conditions

A. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-7414.

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

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Criselda Mendoza-Landa, Procurement Specialist, 120 E Smith Avenue, Darlington, South Carolina 29532.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

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

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

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

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

of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor.
Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.
Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in the bid shall apply.
Default: In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

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

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

B. Special

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

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

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

Insurance: Prior to Contract commencement, the Certificate of Insurance for liability and Workers' Compensation naming the District as Additional Insured shall be provided to the District. The Contractor shall maintain insurance satisfactory to the District to include at a minimum the following:

- Tort and Vehicle Liability Insurance - Prior to Contract Award, the Contractor shall provide the District with copies of all existing policies of insurance. The limits of insurance coverage shall not be less than $1,000,000.00 bodily injury per occurrence and $1,000,000.00 property damage per occurrence.
- Business Automobile and Liability Insurance - Prior to Contract Award, the Contractor shall, at its own expense, provide the District with valid evidence of Business Automobile and Liability Insurance in the amount of $1,000,000.00 per person and $1,000,000.00 per incident. The

Certificate of Insurance shall indicate that the District are Additional Insured on the policy that provides Business Automobile Liability to the Contractor.

- Duration of Coverage - All coverage shall be in effect for the duration of the contract agreement.
- Advance Notice of Termination - The District shall be provided written notice at least thirty days (30) in advance of any termination of any policy or any change in coverage or insurance provider.
- Workers' Compensation Insurance - 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. Insurance coverage shall be issued by a company with a Best rating of A.
- Insurance Carrier - The insurance carrier selected by the Contractor shall be authorized to do business within the State of South Carolina.
- Notification to the District - The Contractor shall immediately notify the District of any accident or condition which arises out of, or touches upon the work performed by the Contractor performing business under this contract agreement, so as to handle potential problems on a timely basis in the best interest of all.

WARRANTY:

By submission of a proposal, the contractor warrants that he/she authorizes that all services proposed conform to the specifications for which they are being offered and that all services supplied under any contract related to this RFP will be free from all defects in material, and title. A minimum of 90-day product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for the replacement of defective merchandise from the School District location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

FEES, LICENSES, PERMITS AND RESPONSIBILITIES:

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

DEBARMENT/SUSPENSION:

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

Darlington County School District reserves the right:

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

DARLINGTON COUNTY SCHOOL DISTRICT

VENDOR APPLICATION FORM

Procurement Office Use Only
Vendor ID # Initials

BUSINESS FULL LEGAL NAME & ADDRESS:

REMITTANCE ADDRESS (IF DIFFERENT):

PHONE: FAX:
WATTS: CELL:
➔ WEBSITE ADDRESS:

PHONE: FAX:
WATTS: CELL:

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER / PRESIDENT: PHONE: FAX:
➔ EMAIL ADDRESS FOR OWNER / PRESIDENT:
PARTNER 1: PHONE: FAX:
PARTNER 2: PHONE: FAX:
VICE-PRESIDENT: PHONE: FAX:
TREASURER: PHONE: FAX:
DISTRICT MANAGER: PHONE: FAX:
SALES REPRESENTATIVE: PHONE: FAX:
➔ EMAIL ADDRESS FOR MAIN SALES CONTACT:

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: (Check all that apply)

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

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

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

INFORMATION ABOUT PRODUCTS / SERVICES:

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

- ☐ Books & Similar Materials
- ☐ Computer Hdw / Software
- ☐ Construction (Specify Below)
  - ☐ Electrical
  - ☐ Masonry
  - ☐ Mechanical / HVAC
  - ☐ Painting
  - ☐ Plumbing
  - ☐ Roofing
  - ☐ Other (specify)
- ☐ Equipment
- ☐ Food Products
- ☐ Furniture
- ☐ Other (specify)
- ☐ Landscaping / Lawn Maint.
- ☐ Printing
- ☐ Rentals (specify)
- ☐ Repairs (specify)
- ☐ Services (specify)
- ☐ Supplies (specify)
- ☐ Telecommunications
- ☐ Vehicles / Trucks

IDENTIFICATION AND CERTIFICATION:

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

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

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

Authorized Signatory | Print Name & Title | Date Completed

Bid Schedule

Proposed UNIT PRICING based on the specifications and terms and conditions:

Prices quoted are to be F.O.B. delivered to all locations in the school district's profile below. Quotations should not include city, state sales and federal excise tax. Prices are for one (1) year as designated below.

LABOR RATES

(Write in the description of the labor and applicable hourly rate. Include normal rates and rates beyond normal business operating hours.)

___Regular labor rate, 8am to 5pm M-F $ _____ per hour

___OT labor rate after 5pm M-F, Sat, Sun $ _____ per hour

_____ $ _____ per hour

PARTS AND MATERIALS

Mark-up rate (percentage of cost to be added to parts ___Percent (%) $_____

FREIGHT CHARGE (for parts ordered)

_____ $ _____

_____ $ _____

TRAVEL CHARGE

_____ $ _____ per mile

ZONE CHARGE

_____ $_____

MAXIMUM RESPONSE TIME TO SERVICE CALLS

During normal business hours _____ hour(s)

After normal business hours _____ hour(s)

ADDITIONAL PRICING (All additional prices that may apply must be listed and submitted with this proposal. Attach the pricing to this proposal certification.)

Signing the Proposal Certification affirms that the original Invitation to Bid has not been altered in any way and that the bidder agrees to all terms and conditions stated in this contract.

_____ Company Name

_____ Address

_____ City, State, Zip

_____ Telephone Number

_____ Signature of Authorized Representative Date

_____ Printed Name of Authorized Representative

_____ Position or Title of Authorized Representative

_____ E-Mail address

Darlington County Schools District

Cafeteria Contact List

RETURN REQUIRED DOCUMENT(S) IN SEALED BID PACKET

School Name	School Address	Cafeteria Manager	Cafeteria Telephone Number
Bay Road Elementary	1251 Bay Road Hartsville, SC 29550	Michelle Price	(843) 398-6348
Black Creek Elementary	2251 Leavensworth Road Darlington, SC 29540	TBD	TBD
Brockington Elementary	413 Brockington Road Darlington, SC 29532	Jackie Mancuso	(843) 398-2497
Carolina Elementary	719 W. Carolina Avenue Hartsville, SC 29550	Chris O'Bannon	(843) 857-3234
Darlington High School	525 Spring Street Darlington, SC 29532	Tumeka Hickman	(843) 398-2822
Darlington Middle School	150 Pinedale Drive Darlington, SC 29532	Amanda Kelly	(843) 398-3411
Hartsville High School	701 Lewellyn Avenue Hartsville, SC 29550	Pam Gooden	(843) 857-3809
Hartsville Middle School	1427 Fourteenth Street Hartsville, SC 29550	Brandy McKenzie	(843) 857-3014
JL Cain Elementary	607 First Street Darlington, SC 29532	Keyna Tedder	(843) 398-2453
Lamar High	216 North Darlington Ave Lamar, SC 29069	Lakeisha Durant	(843) 326-7510
Lamar-Spaulding Elementary	5232 US Hwy 401 Lamar, SC 29069	Mary Thomas	(843) 398-6419
Mayo High	405 Chestnut Street Darlington, SC 29532	Annette Ketter	(843) 398-2688
North Hartsville Elementary	110 School Drive Hartsville, SC 29550	Jessica Polson	(843) 857-3217
Pate Elementary	1010 Indian Branch Road Darlington, SC 29532	Angela Marcus	(843) 398-2401
Southside Early Childhood	1615 Blanding Drive Hartsville, SC 29550	Teresa Johnson	(843) 857-3316
Spaulding Middle	400 E Cartersville Hwy Lamar, SC 29069	Gail Allen	(843) 326-7646
Thornwell Elementary	437 W. Carolina Avenue Hartsville, SC 29550	Melinda Stamey	(843) 857-3096

ATTACHMENT A

REFERENCE FORM

CAFETERIA EQUIPMENT REPAIR

<u>Vendor must provide a minimum of (3) three written references from school districts</u>

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

<u>List of references that have terminated services (if any) for services within a 3-year period</u>

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

Company Name: _____

Company Address: _____

Contact Name: _____ Telephone #: _____ Fax #: _____

Email Address: _____ Date of service provided: _____

ATTACHMENT B

Planned Maintenance Check List: COOKING EQUIPMENT

Unit No._____ Mfg_____ Model No._____

Date_____ Serial No._____ Tech:_____

Location:_____

☐ Check supply voltage Spec Plate_____ Volts_____ Measured_____Volts

☐ Check amp draw Spec Plate_____Amps Measured_____Amps

☐ Check all safety devices

☐ Visually check all wiring connections

☐ Check gas pressure and gas hoses Spec Plate_____ WC inches Measured_____WC inches

☐ Check for leaks

☐ Inspect fry tank (Fryers)

☐ Calibrate thermostat

☐ Check for worn or broken gaskets (if applicable)

☐ Check for wear and proper operation of mechanical components

☐ Clean Pilot Orifice

☐ Check air flow/Adjust air vent

☐ Inspect burner unit (Fryers, Salamanders, Range/Ovens))

☐ Clean drain (fryers)

☐ Lubricate motors/moving parts, if applicable Adjust door linkage (Ovens)

☐ Adjust door linkage (Ovens)

☐ Clean fan & Motor unit (Ovens) 0Check switches

☐ Check for hot spots (Grills & Griddles) Check Grates (Grills & Stoves) 0Check lubricant (Mixers)

☐ Check belts (Slicer & Any equipment that may have a belt of any make)

☐ Make any on sight approved minor repairs possible (Any repair more than 15 mins must be billed additional - All major parts to be billed additional)

☐Provide estimate of repairs

Note any additional repair needed:

_____

_____

ATTACHMENT C

Planned Maintenance Check List:
KETTLES/STEAMERS/COMBI OVENS

Unit No._____ Mfg_____ Model No._____

Date_____ Serial No._____ Tech:_____

Location:_____

☐ Check supply voltage Spec Plate_____ Volts_____ Measured_____Volts

☐ Check generator amp draw Spec Plate_____Amps Measured_____Amps

☐ Refer to manufacturer guidelines for combi ovens for specific procedures

☐ Check generator operating pressure, if applicable

☐ Check gas pressures, if applicable

☐ Chemically clean (descale)

☐ Clean compartment

☐ Visually check all wiring connections/provide a safety check

☐ Check hoses

☐ Check water pump

☐ Repair leaks

☐ Clean door gasket/adjust door seal

☐ Calibrate thermostat, confirm that digital display is readable

☐ Check low water control

☐ Check water filter system

☐ Place date changed labels on water filters

☐ Replace filter cartridge if needed (To be billed additional) Filter#_____

☐ Check entire system for water leaks

☐ Make minor repairs upon approval

☐ Provide estimate of any repairs needed

Note any additional repair needed:

_____

_____

ATTACHMENT D

Planned Maintenance Check List: REFRIGERATION UNITS

Unit No._____ Mfg_____ Model No._____

Date_____ Serial No._____ Tech:_____

Location:_____

☐ Check supply voltage Spec Plate_____ Volts_____ Measured_____Volts

☐ Check compressor amp draw Spec Plate_____Amps Measured_____Amps

☐ Refrigerant Type Spec Plate_____

☐ Chemically clean coils/condensers/evaporator as needed

☐ Clean evaporator/coil line (all units)

☐ Visually check all wiring connections

☐ Inspect all foam/line insulation

☐ Check temps on all refrigeration/freezer units

☐ Check and clean fan motors & guards

☐ Adjust ambient control

☐ Confirm refrigerant level

☐ Calibrate thermostat

☐ Check for worn or broken gaskets

☐ Check for wear and proper operation of mechanical components

☐ Check defrost heaters and drain line heaters (walk in units)

☐ Check and set defrost timers/terminators (all freezers)

☐ Check safety devices

☐ Check electrical components and wiring

☐ Lubricate motors, if applicable

☐ Check hinges and handles

☐ Adjust door sweeps (walk in units)

☐ Check door closers (walk in units)

☐ Check door heaters (walk in units)

☐ Check for ice buildup (all units)

☐ Check wheels on mobile refrigeration units

Note any additional repair needed:

_____

_____

ATTACHMENT E

Planned Maintenance Check List – ICE MAKERS

Unit No._____ Mfg_____ Model No._____

Date_____ Serial No._____ Tech:_____

Location:_____

☐ Check supply voltage Spec Plate_____ Volts_____ Measured_____Volts

☐ Check compressor amp draw Spec Plate_____Amps Measured_____Amps

☐ Refrigerant Type Spec Plate_____

☐ Chemically clean (descale) evaporator

☐ Empty ice bin/clean and sanitize bin

☐ Clean/check all ice thickness/level sensors

☐ Visually check all wiring connections

☐ Clean air cooled condenser coil

☐ Check water pump

☐ Check and clean evaporator assembly/ and Spray Tubes

☐ Check condition of any cube guides

☐ Check float valve/switch operation, clean and adjust

☐ Check operation of condenser motors

☐ Check operation of bin drain and blow out lines with nitrogen

☐ Check bin door adjustment, hardware, and seals

☐ Check entire system for water leaks

☐ Check ice cycle for complete evaporator of ice Water Temp degrees Cycle Time Actual Minutes

☐ Check operation of bin thermostat or control.

☐ Replace water filters (not included in PM price) Filter#_____

☐ Place date changed labels on water filter

Note any additional repair needed:

_____

_____

ATTACHMENT F

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES

Web site:

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.

☐ MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS 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 SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

☐ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE (PAGE 1) AND PAGE 2.

☐ MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.

☐ 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.

Signature Sheet

Vendor application form

Bidding Schedule

Attachment A: REFERENCE FORM

Attachment B: Planned Maintenance Check List: COOKING EQUIPMENT

Attachment C: Planned Maintenance Check List: KETTLES/STEAMERS/COMBI OVENS

Attachment D: Planned Maintenance Check List: REFRIGERATION UNITS

Attachment E: Planned Maintenance Check List – ICE MAKERS