

 <b>PIEDMONT</b> TECHNICAL COLLEGE	<b>INVITATION FOR BID</b>  (This is NOT an Order)	Solicitation Number: <b>PTC-314</b>	Description: <b>Kitchen/Café Equipment</b>
		Date Issued: <b>10/15/2020</b> Procurement Contact: <b>Brian K. McKenna</b> Phone: <b>(864) 941-8314</b> Fax: <b>(864) 941-8313</b> E-Mail Address: <a href="mailto:mckenna.b@ptc.edu">mckenna.b@ptc.edu</a>	

**DESCRIPTION:** Food Storage (Hot and Cold,) Food Preparation, Food Cooking, and Food Display Equipment for kitchen of Student Center Café at Piedmont Technical College. All bids to include delivery to the Greenwood, SC Campus. Delivery/installation service includes uncrate, assemble, and set in place.

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

<b>SUBMIT OFFER BY (Opening Date/Time):</b>	<b>10/29/2020 3:00 PM EST</b>
<b>Bids will be opened in Room 175A of the Procurement Office of PTC.</b>	
<b>DEADLINE FOR RECEIPT OF QUESTIONS (Written Only):</b> (See "Questions from Offerors" provision.)	<b>10/23/2020 11:45 AM EST</b>
<b>NUMBER OF COPIES TO BE SUBMITTED:</b>	<b><u>One (1) Original</u></b>

**SUBMIT YOUR WRITTEN QUOTE TO:** Piedmont Technical College, 620 North Emerald Road, Greenwood, SC 29646  
 Attn: Brian K. McKenna  
 PTC-314  
 (See "Submitting Your Offer" provision)

CONFERENCE TYPE: N/A DATE & TIME: N/A As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
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<b>AWARD &amp; AMENDMENTS</b>	Award notification will be posted at <a href="https://www.ptc.edu/about/administrative-offices/procurement">https://www.ptc.edu/about/administrative-offices/procurement</a> on or about <b>10/30/2020</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="https://www.ptc.edu/about/administrative-offices/procurement">https://www.ptc.edu/about/administrative-offices/procurement</a>
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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 thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (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 binding offer to enter 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. 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 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)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )

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

**ACKNOWLEDGMENT OF AMENDMENTS**  
Offerors acknowledges 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 (%)
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**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](http://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 - 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)

**TOTAL BID for TWELVE (12) PIECES OF EQUIPMENT:**

Include delivery, uncrating, assembly, and placement charges.  
DO NOT include Sales Tax.

\$ \_\_\_\_\_

Award will be based on **TOTAL BID** for **ALL twelve (12) pieces** of equipment and will not be awarded by individual pieces.

## **Invitation For Bid: PTC-314 Kitchen/Café Equipment**

Piedmont Technical College (PTC) intends to purchase TWELVE (12) Pieces of Kitchen/Food Preparation Equipment for the Student Center Café. Detailed descriptions and specifications for each of the 12 pieces of equipment are listed in the Scope of Work below. All bids are to include delivery to the Greenwood, SC campus, uncrating, assembly, and placement of equipment. DO NOT include Sales Tax.

### **Scope of Work:**

PTC is requesting bids on the following TWELVE (12) Pieces of Kitchen/Food Preparation Equipment. **Offerors must submit detailed Manufacturer's Specification Sheets (with drawings) on each of the products being offered, showing that all requirements are met. Equipment must be available to be delivered, installed, inspected, and operational by January 08, 2021.** All bids are to include delivery to the Greenwood, SC campus, uncrating, assembly, and placement of equipment. DO NOT include Sales Tax.

#### **Item 1 - CONVEYOR OVEN, ELECTRIC**

Qty: 1 each

Description: Lincoln Foodservice Model No. V2500-2  
Lincoln Impinger® Countertop Oven Package, electric, ventless, double stack, includes (2) ovens with digital controls, extended conveyor and one 4" exit shelf per oven, UL710B  
1 ea 1 yr. standard warranty, per oven  
1 ea NOTE: Must specify voltage & belt direction when ordering  
1 ea Voltage to be specified  
1 ea Standard motor

#### **Item 2 - GAS COUNTERTOP GRIDDLE**

Qty: 1 each

Description: APW Wyott Model No. HTG-2448I  
Cookline Griddle, gas, countertop, 48"W x 24"D cooking surface, 1" thick polished steel plate, snap-action thermostat, stainless steel front, top skirt, radiant, grease drawer & trough, aluminized steel sides & back panel, 4" adjustable chrome legs with bullet feet, 128,000 BTU, cULus, UL EPH  
1 ea 1-year limited warranty, standard  
1 ea Gas to be specified

**Item 3 – GAS COUNTERTOP FRYER**

Qty: 1 each

Description: Pitco Frialator Model No. SGC-S  
Solstice™ Standard Fryer, gas, countertop, 35 lb. oil capacity, millivolt control, stainless steel tank, front, door & sides, 4" flanged legs, 75,000 NSF, CSA Flame, CSA Star

- 1 ea 1-year parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard
- 1 ea Startup program, for first serial number (submit on request at least 5 business days in advance on Pitco website, [https://www.pitco.com/startup\\_request](https://www.pitco.com/startup_request)) (NET)
- 1 ea Gas to be determined
- 1 ea P6072145 Basket, (2) oblong/twin size, 13-1/2" x 6-1/2" x 5-3/4" deep, long handle, regular mesh (shipped std (n/c) with models "T" SG14, SG14R, SSH55, SE14, SE14X, SE14B, SG14T, 35+, 45+, fryer batteries shipped with (1) per fryer

**Item 4 – EQUIPMENT STAND, REFRIGERATED BASE**

Qty: 1 each

Description: Turbo Air Model No. PRCBE-72R-N  
PRO Series Refrigerated Chef Base, two-section, 72"W, 12.14 cu. ft., (4) stainless steel drawers, accommodates pans up to 6" deep, capacity: (2) full size pans per drawer (left side top & bottom) & (1) full size pan & (3) 1/6 size pans per drawer (right side top & bottom) (NOT included), digital temperature display, stainless steel top, full marine drip guard edge, front-breathing, self-cleaning condenser, hot gas condensate system, side mount self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 3.3 amps, NEMA 5-15P, ETL-Sanitation, cETLus

- 1 ea Note: Contact factory representative for parts & accessories discounts
- 1 ea 3-year parts & labor warranty, standard
- 1 ea 7-year compressor warranty (self-contained only), (updated warranty & spec sheets pending from Turbo Air)
- 1 ea Condensing unit on the left, standard
- 1 ea Caster Set, 4", swivel, locking front wheels, 5"H (overall), standard

**Item 5 – SANDWICH / PANINI GRILL**

Qty: 1 each

Description: Winco Model No. EPG-2  
Italian Style Panini Grill, electric, countertop, double, 19" x 9" ribbed cast iron grill surface, hinged top plates, power/ready lights, removable crumb/grease tray, adjustable thermostats to 600° F, stainless steel, 120v/60/1-ph, (2) 15 amp, (2) 1750 watts, ETL-Sanitation, cETLus (Qty Break = 1 each)

1 ea One-year warranty, standard

**Item 6 – HOTPLATE, COUNTERTOP, GAS**

Qty: 1 each

Description: Globe Model No. GHP12G  
Hotplate, gas, countertop, (2) 22,000 BTU cast iron burners, adjustable pilots with front access, cast iron grates, removable stainless-steel drip pan, 4" adjustable stainless-steel legs, 44,000 BTU, cETLus (unit ships Natural Gas with LP conversion kit included)

1 ea 2-year parts & labor warranty, standard

**Item 7 – HOT FOOD SERVING COUNTER / TABLE**

Qty: 1 each

Description: Eagle Group Model No. PDHT3-120  
Portable Hot Food Table, electric, open base, 51"W, (3) 12" x 20" (dry) wells, infinite controls, 430 stainless steel top & body, 8"D polyethylene cutting board mounted on drop brackets, galvanized steel adjustable undershelf & tubular legs, push bar, (4) 4" casters, 1.5 kW, 120v/60/1-ph, 12.5 amps, cord, NEMA 5-15P, NSF, cULus

**Item 8 – HEATED HOLDING CABINET, FULL HEIGHT**

Qty: 1 each

Description: Carter-Hoffmann Model No. HL1-18  
hotLOGIX Holding Cabinet-HL1 Series, one compartment, full height, non-insulated, (36) 12" x 20" or (18) 18" x 26" pan capacity, 3" fixed wire universal slides, (1) single pane tempered glass door, bottom-mount forced air heating system, mechanical controls, digital thermometer, aluminum construction, (4) 5" swivel casters (2 with brakes), cETLus, ETL-Sanitation (RapidShip)

1 ea 1 Year parts & labor warranty, standard

1 ea 120v/60/1-ph, 1750 watts, 15.0 amps, 8 ft cord with NEMA 5-20P, standard

1 ea Single pane tempered glass door in extruded aluminum, standard

**Item 9 – DISPLAY MERCHANDISER, HEATED, FOR MULTI-PRODUCT**

Qty: 1 each

Description: Hatco Model No. GR2SDH-36D  
Glo-Ray® Designer Horizontal Display Warmer, countertop, (2) shelves with (14) rods, thermostat, pre-focused infrared top heat, incandescent light, hardcoat aluminum base, tempered glass end panels, designer panels & corner caps, 4" legs, cULus, UL EPH Classified, Made in USA  
1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details  
1 ea NOTE: Includes 24/7 parts & service assistance, call 800-558-0607  
1 ea One-year on-site parts & labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements  
1 ea 120/208v/60/1-ph, 2440 watts, 10.2 amps, NEMA L14-20P (domestic voltage), standard  
1 ea STANDARD Clear Anodized Aluminum, standard (Available at time of purchase only)  
1 ea STANDARD Black designer color, standard (Available at time of purchase only)  
1 ea BLACK Black, designer corner cap color (Available at time of purchase only)

**Item 10 – ICE MAKER, CUBE-STYLE**

Qty: 1 each

Description: Hoshizaki Model No. KM-350MAJ  
Ice Maker, Cube-Style, 22"W, air-cooled, self-contained condenser, production capacity up to 489 lb./24 hours at 70°/50° (393 lb. AHRI certified at 90°/70°), crescent cube style, stainless steel finish, R-404A refrigerant, 115v/60/1-ph, 9.05 amps, NSF, UL, ENERGY STAR®  
  
1 ea Warranty: 3-Year parts & labor on entire machine  
1 ea Warranty: 5-Year parts & labor on evaporator  
1 ea Warranty: 5-Year parts on compressor & air-cooled condenser  
1 ea B-500PF Ice Bin, 30"W, top-hinged front-opening door, 500-lb ice storage capacity, for top-mounted ice maker, vinyl clad, painted legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL, ETL- Sanitation  
1 ea Warranty: 3-Year parts & labor for bin  
1 kt HS-2033 Top Kit, 8", ABS

**Item 11 – CONVECTION OVEN, GAS**

Qty: 1 each

Description: Blodgett Model No. ZEPH-200-G SGL  
Zephaire Convection Oven, gas, single-deck, bakery depth, capacity (5) 18" x 26" pans, (SSI-D) solid state infinite controls with digital timer, two speed fan, dependent glass door, interior light, stainless steel front, sides and top, 25" stainless steel legs, 60,000 BTU, ETL, CE, NSF

- 1 ea 2-year parts, 2-year labor and 1 additional year door warranty (parts only), standard
- 1 ea Gas type to be determined
- 1 ea 115v/60/1-ph, 6.0 amps, 2-wire with ground, cord & plug, 1/2 hp, standard
- 1 ea SSI-D Solid State infinite with digital timer, standard
- 1 ea Venting to be determined
- 1 st 25" legs, adjustable, stainless steel (set), standard

**Item 12 – REACH-IN FREEZER**

Qty: 1 each

Description: Beverage Air Model No. HBF72HC-5  
Horizon Series Freezer, reach-in, three-section, 75"W, 84-1/4"H, 68.5 cu. ft. capacity, (1) center solid door right-hand hinged, (1) right solid door right-hand hinged, (1) left solid door left-hand hinged, door locks, (9) adjustable shelves, electronic control, LED interior lighting, digital display, expansion valve technology, adaptive defrost, bottom mounted self-contained refrigeration, stainless steel interior, exterior stainless steel front, sides & grille (galvanized back & bottom), R290 Hydrocarbon refrigerant, (2) 3/4 HP, cULus, UL EPH Classified, UL- Sanitation, Made in USA

- 1 ea 3 years parts & labor warranty (excludes maintenance items)
- 1 ea Self-Contained refrigeration
- 1 ea Additional 4 years compressor warranty (part only), standard
- 1 ea 115v/60/1-ph, 14.0 amps, NEMA 5-15P
- 1 ea Left door hinged on left, center and right door hinged on right, standard
- 1 ea 6" Heavy duty casters (2) locking, standard

Bidders must submit:

1. A W-9 Form
2. Cover page (Page 1), and Page 2 of this solicitation (Signed.)
3. Bidding Schedule (Page 14)
4. Detailed Manufacturer's Specification Sheets (with drawings) on each of the products being offered, showing that all requirements are met.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2006)**

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

(i) Offeror and/or any of its Principals-

(A) 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

(C) 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) Offeror 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).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror 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 Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) 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 an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) 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 Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**CODE OF LAWS AVAILABLE (JAN 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**DEADLINE FOR SUBMISSION OF OFFER (JAN 2006)** Any offer received after the Procurement Officer of the governmental body 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 or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(G)]



DRUG FREE WORKPLACE CERTIFICATION (JAN 2006) 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 (FEB 2015) 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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008) By submitting an offer, the offeror certifies that the offeror 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; Section 8-13-775, 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 state 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. [02-2A075-2]

OPEN TRADE REPRESENTATION (JUN 2015) By submitting an Offer, Offeror represents that Offeror 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 in SC Code Section 11-35-5300. [02-2A083-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) 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 Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications 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 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 Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

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 Officer 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 officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] 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) The State 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. [See R. 19-445.2140] [02-2A095-2]

#### QUESTIONS -

Questions are to be e-mailed to [mckenna.b@ptc.edu](mailto:mckenna.b@ptc.edu) **no later than 10/23/2020 by 11:45 AM with a subject line of "Questions – PTC-314 Kitchen/Café Equipment"**. Questions submitted after this date and time may not be considered or answered.

REJECTION/CANCELLATION (JAN 2006) The College may cancel this solicitation in whole or in part. The College may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award*.

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](http://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 - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities

for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006):** Offeror shall submit a signed cover page (Page One) and Page Two. Offeror should submit all other information and documents requested in this document. Vendors should also submit a W-9 form. **Responses are due no later than 10/29/2020 3:00 PM EST.** Quotes may be mailed, over-nighted, or hand delivered. Responses must include quote, cover page (page 1), page 2, page 14, and W-9. All bids must be submitted in a sealed envelope, clearly marked **“Attn: Brian K. McKenna PTC-314,” with the bid opening DATE and TIME.** Offerors must submit detailed information on the products being offered showing that all requirements of specifications are met.

**AWARD CRITERIA – BIDS (JAN 2006):** Award will be made to the lowest responsible and responsive bidder(s).

**AWARD TO ONE OFFEROR (JAN 2006):** Award will be made to one Offeror.

**CHOICE-OF-LAW (JAN 2006):** 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.

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006):** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state’s final acceptance (a/k/a “award”), and (7) purchase orders. These documents shall be read to be consistent and complimentary. 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(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 state 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 Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES (JAN 2006):** (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. (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.

**NON-INDEMNIFICATION (JAN 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**PAYMENT & INTEREST (MAY 2011) :**(a) Unless otherwise provided in this Solicitation, the State 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 Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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 State 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 State 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. (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. § 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.

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)** 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.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**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.

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

**Invitation For Bid: PTC-314 Kitchen/Café Equipment**

**Bidding Schedule:**

Item No.:	Description:	Price:
1	Conveyor Oven, Electric	
2	Gas Countertop Griddle	
3	Gas Countertop Fryer	
4	Equipment Stand, Refrigerated Base	
5	Sandwich / Panini Grill	
6	Hotplate, Countertop, Gas	
7	Hot Food Serving Counter / Table	
8	Heated Holding Cabinet, Full Height	
9	Display Merchandiser, Heated, for Multi-Product	
10	Ice Maker, Cube-Style	
11	Convection Oven, Gas	
12	Reach-in Freezer	
	<b>TOTAL BID FOR ALL TWELVE (12) ITEMS:</b> Include delivery, uncrating, assembly, and placement charges. DO NOT include Sales Tax.  (This is the amount to enter on Page Two)	\$

Award will be based on **TOTAL BID** for **ALL twelve (12) pieces** of equipment and will not be awarded by individual pieces.

# OFFEROR'S CHECKLIST

## *AVOID COMMON PROPOSAL MISTAKES*

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

- 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 STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL 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. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- 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! THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS".

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.

MINORITY PARTICIPATION (JAN 2006)

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

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

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

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?  Yes  NO

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  NO

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

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

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



## IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at **803-898-5383** or visit the Department's website at [www.sctax.org](http://www.sctax.org).

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA  
 DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
 REGISTRATION AFFIDAVIT  
 INCOME TAX WITHHOLDING**

**I-312**  
 (Rev. 6/26/01)  
 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As):  
 \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. \_\_\_\_\_ Hiring or Contracting with:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
- \_\_\_\_\_ Receiving Rentals or Royalties From:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
- \_\_\_\_\_ Beneficiary of Trusts and Estates:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue  
 Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_ Date

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
 (Name - Please Print)