



Solicitation Type:	<b>Request for Quote</b>
Solicitation Number	2122-63AR
Date Issued	3/18/2022
Procurement Specialist	Annette Roberts, NIGP-CPP, CPPB
Phone	(843) 488-6942
E-Mail Address	<a href="mailto:aroberts@horrycountyschools.net">aroberts@horrycountyschools.net</a>
Address	HCS, Procurement Office
	Mailing: PO Box 260005 Conway, SC 29528
	Physical: 335 Four Mile Road Conway, SC 29526

**SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL (preferred): [Vendor Registry](#)**  
**SUBMIT OFFER BY (Opening Date/Time): 3/25/2022 / 3:00 p.m. (EST)**

**ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING. FOB Destination, Freight Prepaid and included to: Horry County Schools, Facilities Warehouse, Attn: Terry Hucks, 1160 E Highway 501, Conway, SC 29526**

Please quote your lowest delivered price of the below listed items. The Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If an item cannot be furnished, indicate by **NO QUOTE**
2. All quotes must be signed by the Offeror's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. No South Carolina sales tax will be paid on freight or labor.
4. *Do not include any sales or use taxes* in your price that the District may be required to pay.
5. The attached *Terms and Conditions* apply to all quotes and supersedes Vendor's Terms and Conditions.
6. Offers may be submitted to the Procurement Specialist via [Vendor Registry](#), fax to (843)488-6945 or email [aroberts@horrycountyschools.net](mailto:aroberts@horrycountyschools.net)

Item No.	Description	Qty.	U/M	Unit Price	Total Price
1	AIRSYS 2-4 ton unit, volts 230ph/1, ERV, 2 inch Merv 8 filter, 6kw Manufacturer #CV36H2B-AWAXX-R3XX	3	Each	\$	\$
2	Coastal Coating	3	Each	\$	\$
3	Factory Wall Curb Adapter	3	Each	\$	\$
4	Shipping	1	Lot	\$	\$
<b>OMIT TAXES IN TOTAL. BID AS SPECIFIED.</b>				<b>Total</b>	<b>\$</b>

**INFORMATION FOR OFFERORS TO SUBMIT**

By signing this quote, offeror certifies under penalties of perjury that they have complied with section 12-54-120(B) of the S.C. code of Laws 1976 as amended pertaining to payment of taxes.

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Federal Taxpayer ID /SSN: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SC Minority Certification Number (if applicable) \_\_\_\_\_

Vendor's Best Delivery Date \_\_\_\_\_ Days ARO (after receipt of order) Vendor's Discount Terms: \_\_\_\_\_% \_\_\_\_\_Days

Do you collect SC Sales Tax?  Yes  No SC Tax Registration # (if applicable) \_\_\_\_\_

**ACKNOWLEDGMENT OF AMENDMENTS**

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision

Amend. #	Amend. Issue Date	Amend. #	Amend. Issue Date

## SCOPE OF WORK

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:** The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

**SCOPE OF WORK:** It is the intent of the Horry County Schools Office of Procurement Services, on behalf of the Facilities Department to solicit bids from qualified vendors to provide and deliver three (3) AIRSYS 2–4-ton units and accessories as listed on page one of this document.

**DELIVERY/PERFORMANCE LOCATION:** Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of purchase order.

## GENERAL CONDITIONS

**DEFAULT:** In case of default by the Contractor, Horry County Schools reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Horry County Schools resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The District reserves the right to withhold payment or make such deductions as may be necessary to protect the District from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Unit prices will govern over extended prices unless otherwise stated.

Horry County Schools shall not consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the District's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b) of the South Carolina Consolidated Procurement Code.

The District reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the District reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Horry County Schools, its Board of Education, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful Contractor, its Board, employees and agents under this agreement. Horry County Schools agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Horry County Schools, its Board, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this District. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this District, by submission of this signed quote, the Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the District.

**DEADLINE FOR SUBMISSION OF OFFER:** 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 body's mail room which services that purchasing office prior to the opening.

**DESCRIPTIVE LITERATURE – LABELLING:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**HIPAA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Horry County Schools may require to ensure compliance.

**ON-LINE BIDDING INSTRUCTIONS:** (a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY." (b) Steps for On-Line Bidding 1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer. 2. Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you. 3. Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. Offers with a status of "saved" have not been received. If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com). The Procurement Office is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.

**OPEN TRADE REPRESENTATION:** 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.

**TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the District providing a thirty-day advance notice in writing is given to the contractor.

**TERMINATION FOR 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-day advance notice requirement is waived and the default provision in this bid shall apply.

**TERMINATION FOR CONVENIENCE:** In the event that this contract is terminated or cancelled upon request and for the convenience of the District may negotiate reasonable termination costs, if applicable.

**VENDOR REGISTRATION MANDATORY:** The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Registrar/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.

**VENDOR REGISTRATION ADDITIONAL-AWARDED VENDOR:** The District requires the awarded vendor to complete the following forms in order to begin working with the District. The vendor application form can be found here: [Vendor Application](#)

**SPECIAL CONDITIONS**

**IMPORTANT**– Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

**LICENSES, PERMITS, INSURANCE:** All costs for required licenses, permits and insurance shall be borne by the Contractor. Horry County Schools requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include but are not limited to the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

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

**OPERATIONAL MANUALS:** Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

**QUALITY – NEW:** All items must be new.

**TAXES:** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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

**INFORMATION FOR OFFERORS TO SUBMIT**

**MINORITY PARTICIPATION**

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:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Traditional minority    | <input type="checkbox"/> Traditional minority, but female    | <input type="checkbox"/> Women (Caucasian females)                       |
| <input type="checkbox"/> Hispanic minorities     | <input type="checkbox"/> DOT referral (Traditional minority) | <input type="checkbox"/> DOT referral (Caucasian female)                 |
| <input type="checkbox"/> Temporary certification | <input type="checkbox"/> SBA 8 (a) certification referral    | <input type="checkbox"/> 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.)