



Solicitation Type:	<b>Request for Quote</b>
Solicitation Number	2223-14MJ
Date Issued	9/29/2022
Procurement Specialist	B. Maurice Jackson, CPPB
Phone	(843) 488-6929
E-Mail Address	<a href="mailto:mjackson@horrycountyschools.net">mjackson@horrycountyschools.net</a>
Address	HCS, Procurement Office
Mailing:	Physical:
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

**Description:** Replacement of Fire Pump Control and Transfer Switch at Academy for Technology and Academics (ATA)

**SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL (preferred):** [Vendor Registry](#)

**SUBMIT OFFER BY (Opening Date/Time):** 10/13/2022 / 2:00 p.m. (EST)

**ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING.** FOB Destination, Freight Prepaid and included to:

- Horry County Schools, 335 Four Mile Rd., 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 [mjackson@horrycountyschools.net](mailto:mjackson@horrycountyschools.net)

**BIDDING SCHEDULE**

Item	Quantity	Unit of Measure	TOTAL BASE BID LUMP SUM
1	1	LOT	\$

**Item Description:** Turn key job for Replacement of Fire Pump Control and Transfer Switch Firetrol FTA-1930-AM25B T (FTA 950), 25HP, 3/60/480 soft start fire pump controller and automatic transfer switch at Academy for Technology and Arts (ATA). Cost to include all labor, tools, materials, insurance, equipment and expenses to perform the work.

\*Include all applicable sales tax in the lump sum base project total.

Question	Mandatory/Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor preference?  See the SC procurement code, section 11-35-1524(c)(1)(i)&(ii) and section II.B of this solicitation for more information. For a FAQ on these preferences, please see <a href="http://www.procurementsc.gov/preferences">www.procurementsc.gov/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
SC/US End-Product pref. Section 11-35-1524 and section II.B & VII.B of this solicitation.  Select SC End Product preference if product is made, manufactured or grown in SC.  Select US End Product if product is made, manufactured or grown in the US.  Select "No", if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes, I am claiming SC End Product Preference  <input type="checkbox"/> Yes, I am claiming US End Product Preference  <input type="checkbox"/> No, I am not Claiming Either Preference

**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/Completion Date \_\_\_\_\_ Days ARO Vendor's Discount Terms: \_\_\_\_\_% \_\_\_\_\_Days  
(after receipt of purchase order)

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

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)).

(check only one)

\_\_\_\_\_ In-State Office Address same as Home Office Address : \_\_\_\_\_

\_\_\_\_\_ In-State Office Address same as Notice Address : \_\_\_\_\_

**CONFLICTS OF INTEREST IDENTIFICATION:** Identify any employee, agent or representative of the Architect/Engineer or District (including members of the Horry County Board of Education) with more than a five percent (5%) interest in the Contractor's business.  Not applicable

Names: \_\_\_\_\_

**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 to solicit quotes from qualified vendors to Replace the Fire Pump Control Panel and Transfer Switch at ATA 5539 HWY 701 CONWAY S.C. 29526. In accordance with all the requirements stated herein. Replace the Fire Pump Control Panel and Transfer Switch at ATA 5539 HWY 701 CONWAY S.C. 29526.

- Remove the old fire pump control panel and install new Firetrol FTA-1930-AM25B T (FTA 950), 25HP, 3/60/480 soft start fire pump controller and automatic transfer switch.
- The new Fire Pump Control Panel and Transfer Switch will have the following features: Firetrol Model FTA1930-T(FTA-950), 25 HP, 3/60/480 soft start fire pump controller and automatic power transfer switch complete with the following: ISOLATION SWITCH/BREAKER ASSEMBLY FOR NORMAL & EMERGENCY POWER, SOFT START MODULE, BYPASS CONTACTOR, MARK III+ DIGITAL CONTROLLER WITH HISTORICAL FAULT LOG AND FLASH DRIVE RECORDER, VOLTAGE SENSING MODULE AND DIGITAL TRANSFER SWITCH MODULE, ALARM OUTPUT RELAYS FOR PHASE FAIL, PHASE REVERSAL, AND PUMP RUN, NEMA 2 DRIP PROOF ENCLOSURE, CONTROLLER TEST CIRCUIT WITH 2 WAY VALVE, DIGITAL LOCAL ALARM ANNUNCIATION, PRESSURE TRANSDUCER.
- Project shall include all electrical work.
- All materials and workmanship will meet or exceed NFPA standards as well as state and local codes.
- Establish a ZERO HARM work zone in all areas of work.
- Field Survey for safety conditions.
- Factory and NICET trained technicians.
- Project coordination of material and labor on and off site.
- Testing upon completion in accordance with applicable codes.
- The use of manufactured products that meet all NFPA and UL codes.

**DELIVERY TIME – SPECIFIED:** Delivery and installation shall be scheduled between 7:30 am and 4:30 pm. All testing involving the fire alarm or transfer to generator power would need to be done after school hours.

**DELIVERY / PERFORMANCE LOCATION - SPECIFIED:** After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Academy for Technology and Arts (ATA)  
5539 HWY 701  
CONWAY S.C. 29526

## **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.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quote deadline.

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 State. 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 State, 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 State.

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

**AWARD BY LOT:** Award will be made by complete lot(s).

**AWARD TO ONE OFFEROR:** Award will be made to one Offeror.

**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.

**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.

**PURCHASE ORDERS:** CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM HORRY COUNTY SCHOOLS. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**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/Register/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.

**CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)** (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

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

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the

State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

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

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

**CONTRACTORS OBLIGATION – GENERAL:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements

**CONTRACTOR PERSONNEL - OBLIGATION:** Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer. **ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either:

**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. [02-2A065-1]

**TOBACCO FREE ENVIRONMENT CERTIFICATION:** The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the grounds of any District building. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the smoke and tobacco free environment.

**EQUAL EMPLOYMENT OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**ETHICS CERTIFICATE:** 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 district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Specialist at the same time the law requires the statement to be filed

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14

**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.

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

**SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS:** If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information is available online at: <http://www.horrycountyschools.net/Page/683>

**WARRANTY – ONE YEAR:** Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation.

**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.

**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)] [02-2B111-1]

**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. [02-2B112-1]

**PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009):** To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile 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, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

**PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** To qualify for this preference, You must meet the following requirements. (1) You must --at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

**PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009):** To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile 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). [02-2B114-1]

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

**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.



Company Name: \_\_\_\_\_

**FOR OFFERORS TO SUBMIT**

The District encourages the Bidder's use of minority-owned and women-owned businesses as subcontractors provided they meet all the requirements of the request for quote, as applicable.

**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:

- |  |  |  |
|--|--|--|
| <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.)