



Solicitation Type: Request for Quote (RFQ)  
 Solicitation Number: 2223-41AR  
 Date Issued: 3/15/2023  
 Procurement Specialist: Annette Roberts, NIGP-CPP, CPPB  
 Phone: (843) 488-6942  
 E-Mail Address: [aroberts@horrycountyschools.net](mailto:aroberts@horrycountyschools.net)  
 Address: HCS, Procurement Office  
 Mailing: PO Box 260005  
 Physical: 335 Four Mile Road  
 Conway, SC 29528 Conway, SC 29526

**Description: Irrigation Lip Renovation**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL (preferred): [Vendor Registry](https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e)  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

**SUBMIT OFFER BY** (Opening Date/Time): 3/24/2023 / 3:00 p.m. (EST)

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

- **Horry County Schools, Grounds/Central Maintenance, 1160 501 East, 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. All quotes must be signed by the Offeror's representative and terms noted, failure to comply with this instructions may result in disqualification of the quote.
- 2. No South Carolina sales tax will be paid on freight or labor.
- 3. *Do not include any sales or use taxes* in your price that the District may be required to pay.
- 4. The attached *Terms and Conditions* apply to all quotes and supersedes Vendor's Terms and Conditions.
- 5. Offers must be submitted to the Procurement Specialist via [Vendor Registry](#).

**BIDDING SCHEDULE**

Item No.	Description	Qty.	U/M	Unit Price	Total Extended Price
1	Irrigation lip renovation for nine baseball fields at Horry County Schools to include all materials, labor, equipment tools of trades, fees, taxes, insurance, overhead, profit, etc. to complete the work as per specifications herein. <ul style="list-style-type: none"> <li>• Lowering of irrigation heads</li> <li>• Frazzle mow out of existing front lip and back lip</li> <li>• Frazzle mow out of existing lip on baselines if needed</li> <li>• Leveling of irrigation heads to new grade</li> </ul>	9	Lots	\$	\$
<b>Lot 1 Total (Lump Sum)</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	Amend. #	Amend. Issue Date	Amend. #	Amend. Issue Date
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Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision				
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**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 Office of Central Grounds to solicit bids from qualified vendors to provide and deliver Irrigation Lip Renovation as per specifications herein.

Furnish all labor, material, equipment, and services required to perform the work described in the below specifications at Horry County High School Baseball fields for Irrigation Lip Renovation at nine baseball fields. Frazzle mowing removes shallow rooted weeds and undesirable grasses from the upper profile of the soil leaving strongest grass to regenerate.

Lip Renovation and fraze mowing:

- Lowering of Irrigation Heads
- Frazzle Mow out of Existing Front lip
- Frazzle Mow out of Existing Back lip
- Frazzle Mow out of Existing lips on Baselines if needed.
- Leveling of Irrigation Heads to new grade

School Name	Address
Aynor High School	201 Jordanville Road, Aynor, SC 29511
Carolina Forest High School	700 Gardner Lacy Road, Myrtle Beach, SC 29579
Conway High School	2301 Church Street, Conway, SC 29526
Green Sea Floyds Middle & High School	4990 Tulip Grove Road, Green Sea, SC 29545
Loris High School	301 Loris Lions Road, Loris SC 29569
Myrtle Beach High School	3302 Robert Grissom Parkway, Myrtle Beach, SC 29577
North Myrtle Beach High School	3750 Sea Mountain Highway, Little River, SC 29566
Socastee High School	4900 Socastee Boulevard, Myrtle Beach, SC 29588
St. James High School	10800 Highway 707, Murrells Inlet, SC 29576

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER:** After award, all deliveries shall be made and all services provided to the location specified by the HCS school/location in its purchase order.

**DELIVERY DATE – 30 DAYS ARO:** Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the District requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order.

**GENERAL CONDITIONS**

**DEFAULT:** In case or 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 RFO 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 ITEM OR LOT:** Award will be made by individual items and/or complete lot(s).

**CONTRACTOR'S LIABILITY INSURANCE – GENERAL(FEB 2015) (MODIFIED):**(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) Horry County Schools, and the officers, officials, employees and volunteers, 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 District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers 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 District if requested with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District 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 District 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 District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 District 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 District. The District 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 District 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]

**CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

**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.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

**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.

**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: [Vendor Registry](#). 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 (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.)