	Solicitation Type: Solicitation Number	2223-50MJ		
	Date Issued			
	Procurement Specialist	B. Maurice Jackson, CPPB		
Horry County Schools	Phone	(843) 488-6929		
	E-Mail Address	mjackson@horrycountyschools.net		
	Address	HCS, Procurement Office		
		Mailing:	Physical:	
		PO Box 260005	335 Four Mile Road	
		Conway, SC 29528	Conway, SC 29526	

Description: Poster Printer and Die-Cut Bundle

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL (preferred): <u>Vendor Registry</u> SUBMIT OFFER BY (Opening Date/Time): <u>5/15/2023 / 2:00 p.m. (EST)</u>

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING. FOB Destination, Freight Prepaid and included to: Saint James High School 10800 Highway 707 Murrells Inlet, SC 29576

Must be delivered no later June 15, 2023, unless otherwise approved by Administration.

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 <u>Vendor Registry</u>, fax to (843)488-6945 or email <u>mjackson@horrycountyschools.net</u>

BIDDING SCHEDULE

Item	Quantity	Unit of Measure	TOTAL PRICE
1	1	Each	\$

Item Description: VariQuest Print & Cut Perfecta 3600STP Package or equal and shall include the following and all necessary software.

- Prints sheet media and roll sizes up to 36", including banners.
- Built-in 36" wide-format scanner that can enlarge and reduce documents.
- Optional Wi-Fi-Direct connectivity and mobile printing capability.
- Scan to and print from USB and email.
- Cut Construction Paper, Cold Laminated Construction Paper, Cardstock, Bond, Vinyl and Magnetic material.
- Shapes scalable up to 17.5", with ability to tile shapes for larger displays.
- Premium Access Content (PACD-NX) includes unlimited access to all Cutout Maker Content containing over 6,000 Shapes, 24 Fonts and 300 Bulletin Board Collections.
- Starter Supplies
- Training (Remote)

By signing this quote, offeror certifies under penalti amended pertaining to payment of taxes.	INFORMATION FOR OFFERORS TO SUBM es of perjury that they have complied with sec		(B) of the S.C. c	ode of Laws	1976 as
Authorized Signature: Printed Name:		D	Date:		
Company Name:	Federal Taxpayer ID /SSN:				
Phone Number:	Fax Number:	Ema	il Address:		
Mailing Address:	City:	State: Zip:			
SC Minority Certification Number (if applicable) Vendor's Best Delivery/Completion Date Da (after receipt of purchase order) Do you collect SC Sales Tax? Yes No S	ys ARO Ven		Terms:%		S
ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments b issue. See "Amendments to Solicitation" Provis		Amend #	Amend. Issue Date	Amend. #	Amend. Issue Date
PREFERENCES - A NOTICE TO VENDORS (S preferences available to in-state vendors, vendo appears in Section 11-35-1524 of the South Car www.procurement.sc.gov/preferences. ALL TH WHETHER AWARD IS MADE BY ITEM OR LO CLAIMING ANY PREFERENCES. THE REQUI CERTIFYING THAT YOUR OFFER QUALIFIES CAN HAVE SERIOUS CONSEQUENCES. [11- PREFERENCES - ADDRESS AND PHONE OF space provided below. An in-state office is nece Contractor Preference (11-35-1524(C)(1)(iii)). A required, but can be beneficial, if you are claimin PREFERENCES DO NOT APPLY (check only one) In-State Office Address same as Home Of In-State Office Address same as Notice A	ors using in-state subcontractors, and vendors rolina Code of Laws. A summary of the new pr <i>E PREFERENCES MUST BE CLAIMED AND</i> <i>DT.</i> VENDORS ARE CAUTIONED TO CAREF REMENTS TO QUALIFY HAVE CHANGED. S FOR THE PREFERENCE YOU'VE CLAIME 35-1524(E)(4) &(6)] IN-STATE OFFICE: Please provide the addres ssary to claim either the Resident Vendor Pre ccordingly, you must provide this information ing the Resident Subcontractor Preference (11	selling in-state eferences is an ARE APPLIE ULLY REVIEV IF YOU REQU D. IMPROPER ess and phone ference (11-35 o qualify for the -35-1524(D)).	e or US end prod vailable at <i>D BY LINE ITEN</i> V THE STATUTI EST A PREFER RLY REQUESTIN number for your -1524(C)(1)(i)&(i e preference. An	ucts. This la <i>I, REGARD</i> E BEFORE ENCE, YOU IG A PREF in-state offi i)) or the Re	W LESS OF J ARE ERENCE ce in the isident

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.

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.

BID BRAND NAME OR EQUAL: (Note: As used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this solicitation have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bid and are determined by the District to meet fully the salient characteristics requirements listed in the solicitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering the brand name product referenced in the solicitation.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the solicitation, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the procurement officer. CAUTION TO BIDDERS. The procurement officer is not responsible for locating or securing any

information that is not identified in the bid and reasonably available to the procurement officer. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the procurement officer to:

(i) Determine whether the product offered meets the salient characteristics requirement of the solicitation, and (ii) Establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the procurement officer.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the solicitation, he/she shall:

- (i) Include in his/her bid a clear description of such proposed modifications, and
- (ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the solicitation will not be considered

SCOPE OF WORK: See Bid Schedule

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:

Horry County Schools District Office 335 Four Mile Rd. Conway, S.C. 29526

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 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 ITEM (JAN 2006): Award will be made by individual item.

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.

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 <u>cservice@vendorregistry.com</u>. 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.

PROTESTS (MAY 2019): If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the Page 4 of 8 2223-50MJ

date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST-CPO – HCS ADDRESS (MODIFIED): Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing (a) by email to <u>rstrickland@horrycountyschools.net</u>, (b) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 260005, Conway, SC 29528-6005.

PURCHASE ORDERS: <u>CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM</u> <u>HORRY COUNTY SCHOOLS</u>. 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: <u>Vendor Application</u>

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.

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 <u>regardless of the number of employees employed</u>. 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 subsubcontractor" 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.

DRUG FREE WORKPLACE 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 8-13-150, 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 <u>www.procurement.sc.gov</u>) 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 subcontractor's 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, conference. Useful Amendment will be issued to reschedule the information is available online at: https://www.horrycountyschools.net/Page/683

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.

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:

	Trad	litional	m	inority	

Hispanic minorities

Traditional minority, but female DOT referral (Traditional minority) DOT referral (Caucasian females)

Other minorities (Native American, Asian, etc.)

Temporary certification SBA 8 (a) certification referral (If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)