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|---|--|-------------------------|
|  | <b>Horry County Schools</b>            |                         |
|   | <b>REQUEST FOR QUOTATIONS</b>          | Posting Date: 2/9/2024  |
|   |  | Solicitation #2324-36AR |
|   | Description: Roof Access Safety System |                         |

Competitive quotations for furnishing commodities and/or services as described below, delivered **FOB Destination**, freight prepaid. The term FOB destination shall mean delivered and unloaded with all charges for transportation and unloading paid by the successful offeror. The District reserves the right to award by total or line item. Quoted prices must remain firm for a period of thirty (30) days. The attached *Terms and Conditions* apply to all quotes and supersedes [Vendor's Terms and Conditions](#).

**SUBMIT YOUR OFFER ON-LINE BY UPLOADING PAGES 1, 2 and 6 AT THE FOLLOWING URL:**    [VENDOR REGISTRY](#)

**Offer should be submitted no later than: 2/16/2024 3:00 P.M**

**HCS Requestor Information**

|  |   |  |  |
|--|---|--|--|
| Quotation Requested by: <b>Annette Roberts</b> |   | Department/School: <b>Procurement Department</b> |  |
| Telephone No. <b>(843)488-6942</b>             | Fax No. <b>(843)488-6945</b>                              | Email: <b>aroberts@horrycountyschools.net</b>    |  |
| Need delivery by: <b>As soon as possible</b>   | Delivery Location: <b>Horry County Schools Facilities</b> |  | <b>1160 501 East,<br/>Conway, SC 29526</b> |

**Information for Offeror to Submit**  
The term "Offeror" Means Your Bid

|  |          |        |      |
|--|----------|--------|------|
| Name of Offeror<br>(Full legal name of business submitting the offer)  |          |        |      |
| Physical Address:  |          |        |      |
| Authorized Representative (Print)  |          |        |      |
| Authorized Representative Signature: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above if this quote is accepted.) |          |        | Date |
| Telephone No.  | Fax No.: | Email: |      |
| Delivery Time Days ARO (after receipt of order)  |          |        |      |

| Line Item No. | Description<br>Description to include MFG & Model #   | Vendor Part # | Qty | Unit Measure | Unit Cost | Total Extended Cost |
|---------------|---|---------------|-----|--------------|-----------|---------------------|
| 1.            | Belmont Safety Products Roof Access Safety System<br>Per Specifications herein. Freight Included in unit price. |               | 16  | Each         |           |                     |

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay. The District is required to pay South Carolina state retail sales or use tax on all purchases.

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 DO NOT APPLY.**

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

**PREFERENCES DO NOT APPLY.**

**CONFLICTS OF INTEREST IDENTIFICATION:** Identify any employee, agent or representative of the Company 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: \_\_\_\_\_

Relationship: \_\_\_\_\_

## SCOPE OF WORK

It is the intent of the Horry County Schools Office of Procurement Services, on behalf of the Facilities Management Office (FMO) to solicit bids from qualified vendors to provide and deliver sixteen (16) heavy duty commercial Belmont Safety Products Roof Access Safety Systems.

**NOTICE:** This solicitation is being conducted under the small purchase procedures for “commercially available off-the-shelf products” (COTS) within the authority of Section 11-35-1550 of the South Carolina Code of Laws.

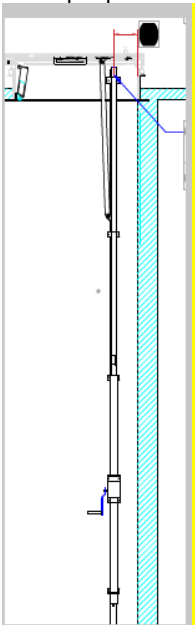
**GENERAL:** The equipment shall be commercial, heavy duty equipped with all standard equipment as specified by the manufacturer for the model. All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best industry commercial practices are to prevail, and that only first quality materials and workmanship are to be used. Each unit shall be new, and of the latest design in current production or an update of an existing model. Unit shall meet all applicable requirements of OSHA, EPA, ANSI and ASHTO standards. Units supplied to this specification shall meet or exceed these requirements. The right is reserved to reject any and all bids proposing to furnish equipment, which, in the opinion of the District, is not satisfactory for the FMO's use in the proposed application.

### STANDARDIZED SPECIFICATIONS:

The seller shall be a factory authorized dealer.

**MINIMUM REQUIREMENTS:** Floor-level operating mechanism to allow users to lock/unlock roof hatch and to open/close roof hatch. The device will extend a safety handle to make accessing the hatch easier for users. The system will be bolted on easily to a standard fixed OSHA approved ladder.

- Bolt on system that easily attaches to OSHA standard fixed ladder.
- Basis of device design: The device is intended to be attached to a standard OSHA compliant fixed vertical ladder and to open and close, lock and unlock a nominal 30-inch x 36-inch standard manufactured roof access hatch.
- The upper lifting tube of the device shall be yellow and have a textured grip surface on the top 18-inch minimum.
- Minimum clearance needed three inches either side of the top of the ladder at the hatch curb.
- Floor-level operating mechanism that users can easily lock/unlock before climbing the ladder.
- Safety handle to make getting out of and back into roof hatch easier.
- Hatch lock feature that prevents the hatch from closing while workers on the roof.
- Height: up to 25 feet.
- Sample picture:



**INSTALLATION:** Installation to be completed by Horry County Schools Facilities Management Office.

**DELIVERY / PERFORMANCE LOCATION - SPECIFIED:** After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: [03-3030-1]

Contractor shall deliver to:

Horry County Schools Facilities  
1160 501 East  
Conway, SC 29526

**DELIVERY DATE – Purchase Order:** All items shall be delivered within 60 days after receipt of purchase order. [03-3045-1]

**DELIVERY TIME:** All items and associated services shall be made between the hours of 8:00 am and 2:00 pm EST, Monday through Friday, except for District closures, unless the contractor and ordering school mutually agree upon another time frame. The approved student calendar is available online at the URL: <http://www.horrycountyschools.net>, then select, Our Schools, Student Calendars under the About Us.

### **GENERAL TERMS AND 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 or correction of materials furnished hereunder.

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

**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 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.

**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.

### **SPECIAL CONDITIONS**

**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.

**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.

**INFORMATION FOR OFFEROR'S 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.)

**END OF SOLICITATION**