



**Office of Procurement Services**  
**REQUEST FOR QUOTE**

Solicitation Number: 2021-67MJ  
 Date Issued: 04-29-2021  
 Procurement Specialist: Maurice Jackson, CPPB  
 Physical Address: 335 Four Mile Road  
 Conway, SC 29526  
 (843) 488 -6929  
 Email: [mjackson@horrycountyschools.net](mailto:mjackson@horrycountyschools.net)

Offer should be submitted to Procurement Specialist

SUBMIT OFFER BY (Opening Date/Time): **05-12-2021 / 2:00 PM (EST)**

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING. FOB Destination, Freight Prepaid

Please quote your lowest delivered price of the below listed item(s). 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 identified above *via email or on-line through the website at the following url:*  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

**BIDDING SCHEDULE**

Description	Qty	Unit Measure	*Total Price
Horry County Schools (HCS) currently has 16 Rainbird 3G IG Network Cartridges installed at multiple locations and is seeking an authorized reseller to provide and install the 4G Upgrade (4GUPGRADE) including an internal antenna with 2 years of service.  <p align="center">"Bid only as specified"</p> <p align="center">*OMIT TAXES FROM PRICE</p>	1	lot	\$

**INFORMATION FOR OFFERORS TO SUBMIT**

You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provisions). By signing this quote, offeror certifies under penalties of perjury that they have complied with section 12-54-1020(B) of the S.C. code of Laws 1976 as amended pertaining to payment of taxes.

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

Company Name: \_\_\_\_\_ Federal Tax Payer ID /SSN: \_\_\_\_\_

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

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

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

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

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

ACKNOWLEDGMENT OF AMENDMENTS: Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See "General Conditions" Provision	Amend. #	Amend. Issue Date	Amend. #	Amend. Issue Date

## SCOPE OF WORK / SPECIFICATIONS:

### ACQUIRE SERVICES

See Bidding Schedule

**SCOPE OF WORK:** It is the intent of the Horry County Schools to solicit bids from qualified local vendors to acquire services and supplies in accordance with all requirements stated herein.

Bid price shall not contain S.C. Sales Tax. The District will add South Carolina Sales Tax to individual purchase orders.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006):** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is years, months, days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award

**UNIT PRICE GOVERNS:** In determining award, unit prices will govern over extended prices unless otherwise stated.

**AWARD :** The award will be made to one bidder and will be calculated based on the scenario of 450 safety shields.

## INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS:

**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.

This section contains the standard terms and conditions that apply to all solicitations and procurements made by Horry County Schools. Any seller-provided terms and conditions included with seller's quote, invoice, or other documents shall be of no effect.

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All amendments to and interpretation of this RFQ shall be in writing. Monitor the following web site for the issuance of Amendments: <http://apps.hcs.k12.sc.us/apps/protrac/>. (a) Acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date in the space provided for this purpose on Page One. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. 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.

**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.

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 forty-five (45) days beyond the Request for Quotation deadline.

**UNIT PRICE GOVERNS:** 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 Trustees, officers, 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 directors, officers, 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 members, directors, officers, employees and agents under this agreement.

Contractor shall not publish any comments or quotes HCS employees, or include HCS in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

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.

**ON-LINE BIDDING INSTRUCTIONS (REVISED MARCH 2020-MODIFIED):** (a) Mandatory Registration. You must register before you can submit an offer on line! 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.

**SHIPPING / RISK OF LOSS: F.O.B. Destination.** Destination is the shipping dock of HCS' designated receiving site, or other location, as specified herein. (See Delivery clause). [07-7B220-1]

**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.

**OMIT TAXES FROM PRICE (MODIFIED) (JAN 2004):** Do not include any sales or use taxes in your price that the District may be required to pay. Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by HCS, and such sums shall be due and payable to the contractor upon acceptance.

[02-2A080-1]

**OPEN TRADE REPRESENTATION (JUN 2015):** 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. [02-2A083-1]

**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.

## INSTRUCTIONS TO OFFERORS – B. SPECIAL CONDITIONS/ TERMS AND CONDITIONS

**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. These include, but are not limited to: the Occupational Safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

**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.

**WARRANTY:** The contractor warrants to the District that all work performed as a result of this solicitation will be performed in a professional manner consistent with industry practices.

**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.

**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. HCS will require a vendor application and W-9 prior to doing business with your company. You may submit the [vendor application along with the W-9](#) with your offeror. The forms are available online at [procurement.horrycountyschools.net](http://procurement.horrycountyschools.net), section titled Vendor Portal.

**CHOICE-OF-LAW** : The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**NO INDEMNITY OR DEFENSE:** Any term or condition is void to the extent it requires HCS to indemnify, defend, or pay attorney's fees to anyone for any reason.

**EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**OPEN TRADE (JUN 2015):** During the contract term, including any renewals or extensions, Contractor will not engage 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.

**PUBLICITY:** Contractor shall not publish any comments or quotes HCS employees, or include HCS in either news releases or a published list of customers, without the prior written approval of the Procurement Specialist.

**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.

**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.

**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.

**CONTRACTOR'S 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.