	Solicitation Type:		RFQ)
	Solicitation Number	2223-20MJ	
	Date Issued		
	Procurement Specialist	B. Maurice Jackson, C	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: Anatomage Table Alpha

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

SUBMIT OFFER BY (Opening Date/Time): 11/15/2022 / 2:00 p.m. (EST)

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

• Academy for the Arts, Science, & Technology: 895 International Drive Myrtle Beach, SC 29579

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

BIDDING SCHEDULE

Item	Quantity	Unit of Measure	Unit Price		Extended Price	
1	1	Ea.	\$		\$	
Item Description: Anatomage Table Alpha with Crate (Clinical/Alpha/Vet), 1 Year Warranty and Online Training. *OMIT TAXES FROM PRICE						
	Question		Mandatory/ Multiple Responses Optional Accepted?			Response
	code, section 11-35-15 e information. For a F/	24(c)(1)(i)&(ii) and section II.B AQ on these preferences,	Mandatory		No	Yes No
SC/US End-Product pref. Section 11-35-1524 and section II.B & VII.B of this solicitation. Select SC End Product preference if product is made, manufactured or grown in SC.		Mandatory		No	Yes, I am claiming SC End Product Preference	
Select US End Product if US. Select "No", if not claimin		factured or grown in the				Yes, I am claiming US End Product

INF By signing this quote, offeror certifies under per Laws 1976 as amended pertaining to payment		h section 1	2-54-120(B) c	of the S.C.	code of	
Authorized Signature:	ed Signature: Printed Name:		Date:			
Company Name:	Federal Taxpayer ID /SSN:					
Phone Number:	Fax Number:	Email	Email Address:			
Mailing Address:	City: Stat		te: Zip:			
SC Minority Certification Number (if applicable) Vendor's Best Delivery/Completion Date (after receipt of purchase order) Do you collect SC Sales Tax? Yes No	Days ARO Vendor's Di	iscount Te	rms:%	Da	iys	
ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by ir issue. See "Amendments to Solicitation" Provision		Amend. #	Amend. Issue Date	Amend. #	Amend. Issue Date	
PREFERENCES - A NOTICE TO VENDORS (SEP. 200 to in-state vendors, vendors using in-state subcontractor Carolina Code of Laws. A summary of the new preference AND ARE APPLIED BY LINE ITEM, REGARDLESS OF REVIEW THE STATUTE BEFORE CLAIMING ANY PR PREFERENCE, YOU ARE CERTIFYING THAT YOUR OF PREFERENCE CAN HAVE SERIOUS CONSEQUENCI PREFERENCES - ADDRESS AND PHONE OF IN-STA below. An in-state office is necessary to claim either the 1524(C)(1)(iii)). Accordingly, you must provide this inforr the Resident Subcontractor Preference (11-35-1524(D)) In-State Office Address same as Home Office Address (of In-State Office Address same as Notice Address (of	rs, and vendors selling in-state or US end products. Thi ces is available at www.procurement.sc.gov/preference <i>F WHETHER AWARD IS MADE BY ITEM OR LOT.</i> VI DEFERENCES. THE REQUIREMENTS TO QUALIFY H OFFER QUALIFIES FOR THE PREFERENCE YOU'VI ES. [11-35-1524(E)(4)&(6)] TE OFFICE: Please provide the address and phone nu Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) nation to qualify for the preference. An in-state office is ress	is law appear es . ALL THE ENDORS AF HAVE CHAN E CLAIMED. Imber for you	rs in Section 11-3 E PREFERENCES RE CAUTIONED GED. IF YOU RE . IMPROPERLY I ur in-state office ir lent Contractor Pr	35-1524 of th S MUST BE TO CAREFL EQUEST A REQUESTIN In the space p reference (11	e South <i>CLAIMED</i> JLLY IG A provided 1-35-	

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SCOPE OF WORK

<u>ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:</u> The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

<u>SCOPE OF WORK</u>: It is the intent of the Horry County Schools Office of Procurement to solicit offers from qualified vendors to deliver, install, and provide training for one (1) Anatomage Table for the Academy for the Arts, Science, & Technology (AAST).

DELIVERY DATE – SPECIFIED: Delivery shall be no later than December 16, 2022, unless otherwise approved by District Administration. Contractor may request approval to deliver items prior to the delivery date.

DELIVERY TIME – SPECIFIED: Delivery shall be scheduled between 9:00 am and 4:00 pm.

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. [03-3020-1]

GENERAL CONDITIONS

<u>DEFAULT:</u> 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 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.

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).

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.

<u>HIPAA LAW</u>: 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.

<u>ON-LINE BIDDING INSTRUCTIONS:</u> (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.

<u>OPEN TRADE REPRESENTATION</u>: 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 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.

<u>TERMINATION</u>: 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.

<u>VENDOR REGISTRATION MANDATORY:</u> 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: <u>Vendor Registry</u>. Once registered, suppliers must keep their information current.

<u>VENDOR REGISTRATION ADDITIONAL-AWARDED VENDOR</u>: 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

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 nonowned 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 affect 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]

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

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.

<u>LICENSES, PERMITS, INSURANCE</u>: 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.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay.

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. 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 TOCAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES.THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST APREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) & (6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina endproducts or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - **RESIDENT CONTRACTOR PREFERENCE (SEP 2009)**: To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

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

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

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

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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?YesNo
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: Traditional minority Traditional minority, but female Women (Caucasian females) Hispanic minorities DOT referral (Traditional minority) DOT referral (Caucasian female) Temporary certification SBA 8 (a) certification referral 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.)