



Solicitation Type: **Request for Quote (RFQ)**
 Solicitation Number: 2324-7AR
 Date Issued: 10/5/2023
 Procurement Specialist: Annette Roberts, NIGP-CPP, CPPB
 Phone: (843) 488-6942
 E-Mail Address: aroberts@horrycountyschools.net
 Address: HCS, Procurement Office
 Mailing: PO Box 260005
 Physical: 335 Four Mile Road
 Conway, SC 29528 Conway, SC 29526

Description: Repair and resurface rubber play areas

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

SUBMIT OFFER BY (Opening Date/Time): 10/16/2023 / 3:00 p.m. (EST)

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

- **Horry County Schools, River Oaks Elementary, 700 Augusta Plantation 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. 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.
 2. No South Carolina sales tax will be paid on freight or labor.
 3. Do not include any sales or use taxes in your price that the District may be required to pay unless stated in description below.
 4. The attached *Terms and Conditions* apply to all quotes and supersedes Vendor's Terms and Conditions.
 5. Offers must be submitted to the Procurement Specialist via [Vendor Registry](#).

BIDDING SCHEDULE

Line Number	Quantity	Unit of Measure	Total Extended Price	
0001	1	LOT		
<p>Item Description: Repair and resurface rubber play areas at River Oaks Elementary play areas to include all materials, labor, equipment tools of trades, fees, taxes, insurance, overhead, profit, etc. to complete the work as per specifications herein. Lump sum to include sales tax.</p> <ul style="list-style-type: none"> • Patch up to ten (10) spots on play areas with 50/50 mix. • Resurface PremArc Maintenance Gel Sealing binder or equal on two (2) play areas. 				
Question		Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
SC/US End-Product Preference (Section 11-35-1524). Select SC End Product Preference if product is made, manufactured or grown in SC. Select US End Product if product is made, manufactured or grown in the US. Select No if not claiming a preference.		Mandatory	No	<input type="checkbox"/> Yes, I am claiming US End-Product Preference. <input type="checkbox"/> Yes, I am claiming SC End-Product Preference. <input type="checkbox"/> No, I am not claiming End-Product Preference.

INFORMATION FOR OFFERORS TO SUBMIT

By signing this quote, offeror certifies under penalties of perjury that they have complied with section 12-54-120(B) of the S.C. code of Laws 1976 as amended pertaining to payment of taxes.

Authorized Signature: _____ Printed Name: _____ Date: _____

Company Name: _____ Federal Taxpayer ID /SSN: _____

Phone Number: _____ Fax Number: _____ Email Address: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

SC Minority Certification Number (if applicable) _____

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

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 "Amendments to Solicitation" Provision	Amend. #	Amend. Issue Date	Amend. #	Amend. Issue Date

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 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 - 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

(JULY 2022)

END OF PAGE TWO

SCOPE OF WORK

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

SCOPE OF WORK: It is the intent of the Horry County Schools Office of Procurement Services, on behalf of the Office of Central Grounds to solicit quotes from qualified vendors to repair and resurface two (2) rubber play areas at River Oaks Elementary as per specifications herein.

Furnish all labor, material, equipment, and services required to perform the work described in the below specifications at two (2) River Oaks Elementary Play Areas. The two (2) play areas are currently a rubber surface and will need to be resurfaced to protect the existing safety surface material. The vendor must have a minimum of five (5) years' experience in providing similar services.

Specifications:

- Large play area approximately 9,503 square feet
- Smaller play area approximately 4,775 square feet
- 50/50 mix for the wear layer shall be 50% black and 50% grey.
- All measurements included are approximate. Measurements are the Contractors responsibility.

Work to be performed:

1. Blow off loose particles from the wear layer.
2. The area is to be cleaned and prepped before product is applied.
3. Patch up to ten (10) spots where layer is missing and torn with 50/50 mix.
4. Roll on PremARC Maintenance Gel Sealing binder to extend the life of the existing surface.

School Name	Address
River Oaks Elementary	700 Augusta Plantation Drive, Myrtle Beach, SC 29579



SITE VISIT: All interested parties may view the property at their convenience before October 12th, 2023. The property is located at River Oaks Elementary School, 700 Augusta Plantation Drive, Myrtle Beach, SC 29579. All interested offerors visiting or viewing the property may do so at their own risk and must assume all risk connected therewith, including but not limited to, the obligation to indemnify and hold harmless the District from any loss they may suffer as a result of visiting or viewing the property. The interested offerors will sign in at the Main Office and request approval to view the play areas so measurements can be made. All measurements will be the responsibility of the offeror. Measurements included in scope of work are estimated and any errors in using these measurements to provide an offer will be the responsibility of the offeror.

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.

PERIODIC AND FINAL CLEANUP: Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition. The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from fence installation and repair process. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off HCS' property. The use of HCS trash receptacles is not authorized.

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

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

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

INSTALLATION (JAN 2006): Contractor shall install all items acquired pursuant to this contract as follows. Install shall be made in accordance with the manufacturer's recommendations. [3-3050-1]

CONTRACTORS PERSONNEL REQUIREMENTS: Contractor's employees shall wear conservative-style uniform shirts. Contractor shall also provide employees with identification name tags to include employee's name, company name and/or logo. Employees shall wear name tags in plain view at all times while performing the work of the contract. Contractor's employees may not have Walkman-type or other radios which may impeded hearing or sight, other than earplugs or safety glasses. Contractor shall use only skilled, competent, trained, licensed or certified personnel. Contractor's employees should wear appropriate clothing for their protection.

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 or 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 LOT: Award will be made by complete lot(s).

CERTIFICATION: By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- (i) Offeror and/or any of its Principals (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL(FEB 2015) (MODIFIED):(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Horry County Schools, and the officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District if requested with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

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

CONTRACTOR PERSONNEL - OBLIGATION: Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Not employ a person with a felony conviction that is disclosed by a criminal background check may be present at the worksite to perform any work, inspection, review, visit or other function in any capacity under this contract. Cost of the criminal check is the Contractor's responsibility and the subcontractors responsibility for any tier.

8. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

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

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

ON-LINE BIDDING INSTRUCTIONS: (a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY." (b) Steps for On-Line Bidding 1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer. 2. Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you. 3. Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. Offers with a status of "saved" have not been received. If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or cservice@vendorregistry.com. 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.

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 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)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products 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]

PURCHASE ORDERS (JAN 2006): 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.

TERMINATION: Subject to the provisions below, the contract may be terminated for any reason by the District providing a thirty-day advance notice in writing is given to the contractor.

TERMINATION FOR CAUSE: Termination by the District for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty-day advance notice requirement is waived and the default provision in this bid shall apply.

TERMINATION FOR CONVENIENCE: In the event that this contract is terminated or cancelled upon request and for the convenience of the District may negotiate reasonable termination costs, if applicable.

VENDOR REGISTRATION MANDATORY: The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: [Vendor Registry](#). Once registered, suppliers must keep their information current.

VENDOR REGISTRATION ADDITIONAL-AWARDED VENDOR: The District requires the awarded vendor to complete the following forms in order to begin working with the District. The vendor application form can be found here: [Vendor Application](#)

SPECIAL CONDITIONS

IMPORTANT– Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Contractor. Horry County Schools requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

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

OPERATIONAL MANUALS: Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

QUALITY NEW: All items must be new.

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

WARRANTY-STANDARD: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

REQUIRED SUBMITTALS FOR SOLICITATION #2324-7AR

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this solicitation, the instructions provided, and the documents shown below need to be submitted with and made part of this quote. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated may render the quote non-responsive and eliminate it from further consideration.

- Page 1 and 2 - Cover Pages
- Page 11- Minority Participation
- Page 12 – Vendor Profile & Questionnaire

Vendor Name: _____

Solicitation # 2324-7AR Repair and resurface rubber play areas

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.)

VENDOR PROFILE & QUESTIONNAIRE

The Offeror must complete this profile & questionnaire which may be used in the evaluation process to help determine if an Offeror is responsible. The District prefers that Horry County Schools not be listed as references.

Vendor Name: _____

Years in business under present name: _____

Current licenses valid in force: _____

Dunn & Bradstreet: _____

System for Award Management (SAM) Unique Entity ID: _____

SAFETY:

Have you had any OSHA fines within the last three (3) years: _____ Yes _____ No

Have you had any jobsite fatalities within the last five (5) years: _____ Yes _____ No

If you have answered YES to either of the above questions, you MUST submit on a separate sheet the details describing the circumstances surrounding each incident.

REFERENCES: *The references provided below should reflect services of similar scope and size.*

Reference #1

Company /Organization Name: _____

Address: _____

Contact Name & Title: _____

Telephone Number: _____

Email: _____

Reference #2

Company /Organization Name: _____

Address: _____

Contact Name & Title: _____

Telephone Number: _____

Email: _____

Reference #3

Company /Organization Name: _____

Address: _____

Contact Name & Title: _____

Telephone Number: _____

Email: _____

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS! HORRY COUNTY SCHOOLS WILL NOT RECOGNIZE OR SIGN ALTERNATE OR SUBSTITUTE CONTRACTS. THE TERMS AND CONDITIONS STATED IN THIS SOLICITATION BECOMES THE CONTRACT AFTER AWARD.
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION.
 - **DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!**
 - **DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR Bid/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR Bid/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE!** IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response. [09-9010-1]

END OF SOLICITATION