

Office of Procurement Services

REQUEST FOR QUOTE

Solicitation Type:	Request for Quote
Solicitation Number:	1920-65RF
Date Issued:	04/09/2020
Procurement Specialist:	Rickey Frazier
Physical Address:	335 Four Mile Road, Conway, SC 29526
Phone/Fax:	(843) 488 - 6942
Email:	rfrazier001@horrycountyschools.net

Offer should be submitted to Procurement Specialist

SUBMIT OFFER BY (Opening Date/Time): April 16, 2020 / 2:00 PM (EST)

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 via email: <u>rfrazier001@horrycountyschools.net</u> or

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e

BIDDING SCHEDULE

DESCRIPTION	UNIT	UNIT PRICE
The purpose of this solicitation is to establish a source to provide Bactronizing Disinfecting		
Services on an as needed basis. The Bactronizing Disinfecting process is applied through an		
advanced electrostatic delivery method. Unit price must be inclusive of all equipment, labor		
and material necessary to perform services. Bid price shall not contain S.C. Sales Tax. The		
District will add South Carolina Sales Tax to individual purchase orders.		4
1. Building Interior Surfaces and or Designated Areas	SQFT	\$
2. Building Exterior Surfaces and or Designated Areas	SQFT	\$
3. School buses	EACH	\$
4. Vehicles Passenger/Work	EACH	\$
5. Outside and Playground Equipment	SQFT	\$

INFORMATION FOR OFFERORS TO SUBMIT

You must submit a signed copy of this form with You agree to hold Your Offer open for a minimun signing this quote, offeror certifies under penaltic amended pertaining to payment of taxes.	n of thirty (30) calendar days after the	posal, You agree to be bound Opening Date. (See "Signing	y Your Offer" provisions). By		
Authorized Signature:	Printed Name:	Date:			
Company Name:	_ Federal Tax Payer ID /SSN:				
Phone Number:	Fax Number:	Email Address:			
Mailing Address:	City:	State: Z	Zip:		
MINORITY PARTICIPATION: Certified as a SC Minority-owned business/women-owned business? Yes No SC Minority Certification Number (if applicable) Would you qualify as a minority-owned/business in compliance with HCSD's requirement of at least fifty-one percent (51%) ownership by a woman or person of ethic (non-white). Yes No					
Vendor's Best Delivery Date Days ARC	D(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

ACQUIRE SERVICES

See Bidding Schedule

SCOPE OF WORK: It is the intent of the Horry County Schools Office of Procurement Services, to solicit bids from qualified vendors to provide the Bactronizing Disinfecting Services. The Bactronizing Service's consist of both a BactroKill and BactroBlock chemical. Both chemicals must be deployed through an advanced electrostatic delivery method, must guaranty 100% coverage of all area surfaces and content. The BactroKill chemical disinfects and the BactroBlock chemical consist of an antimicrobial protectant once applied to surfaces, inhibit further bacteria growth on various surfaces for varying extended periods. Both chemicals and deployment processes must meet all Federal, State and Local DEHEC environmental safety requirements and in accordance with all requirements stated herein.

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

MINIMUM CHARTERISTICS AND APPLICATION REQUIREMENTS: The Bactronizing Disinfecting Services is primarily a twostep process.

Step one: The BactroKill Process - is applied through an advanced electrostatic delivery system to ensure 100% coverage of the intended area. A "Surface Friction" is created that weakens and ruptures dangerous BIOFILM, allowing the patented agent to infiltrate the CELL ENVIRONMENT and destroy the organism. The BactroKill Process utilizes an environmentally friendly nanotechnology that is stabilized in water. It contains a pre-set intelligence, designed to seek out and physically kill bacteria through a mechanical action that dismembers the cell into parts. The process will not produce by-products or VOC's.

Step Two: The BactroBlock Process - is also applied through the same advanced electrostatic delivery system to ensure 100% coverage of the intended area. It is engineered with an organ-silane that is stabilized in water, able to coat porous and non-porous surfaces. The BactroBlock Process establishes an environmentally friendly "Micro-Biostatic" antimicrobial protection. This process has residual efficacy that inhibits the growth of bacteria, mold, fungi, and virus for extended periods of time.

DELIVERY DATE – DAYS ARO: All services shall be delivered no later than the number of days after receipt of Purchase Order (days ARO) specified by the bidder on the cover page under the section Information for Offerors to submit for the awarded item(s).

DELIVERY/PERFORMANCE LOCATION – SPECIFIED: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Horry County Schools, Facilities Maintenance Building, 1160 E. Hwy 501, Conway, SC 29526.

DELIVERY: Delivery locations are to be determined by the PM for Horry County Schools, Facilities Maintenance Division.

MAXIMUM CONTRACT PERIOD – Estimated (JAN 2006) (01-1040): The contract will begin April 20, 2020 and end April 19, 2021.

OPERATIONAL MANUALS: Unless otherwise specified, contractor shall provide safety precautions and chemical information data sheets per location of service.

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. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015): (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused

by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least days prior to the expiration of the then current term. [07-7B250-1]

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

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: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e . (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 WORKPLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

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 tine 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.

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

ILLEGAL IMMIGRATION: (An overview is available at <u>www.procurement.sc.gov</u>) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your 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.

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'S LIABILITY INSURANCE – GENERAL (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.

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.

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

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.

- 2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
- 3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
- 4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
- 5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
- 6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act <u>regardless of the number of employees employed</u>. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
- 7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or 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, subcontractor, 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 USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, HCS shall have the right, upon demand, to obtain access to, and possession of, all district properties, including, but not limited to, current copies of all district application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by HCS without the district's written consent, except to the extent necessary to carry out the work.

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 – **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 <u>vendor application along with the W-9</u> with your offeror. The forms are available online at <u>procurement.horrycountyschools.net</u>, section titled Vendor Portal.

HCS VENDOR APPLICATION		PROCUREMENT OFFICE USE ONLY				
		VENDOR ID#	INITIALS	DATE		
BUSINESS <u>FULL LEGAL</u> NAME & ADDRESS:	REMITTANCE	ADDRESS (Attach a blank)	copy of your	invoice.):		
PHONE: FAX:	PHONE:	FAX:				
TOLL: CELL:	TOLL:	CELL:				
→ WEBSITE ADDRESS:						
→ EMAIL ADDRESS FOR ELECTRONIC PURCHASE ORDER TH	RANSMITTALS T	O BE EMAILED:				
NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZ	ZED TO BIND T	HE COMPANY:				
OWNER / PRESIDENT:		FAX:				
→ EMAIL ADDRESS FOR OWNER / PRESIDENT:						
PARTNER :		FAX:				
	PHONE:	FAX:				
→ EMAIL ADDRESS FOR MAIN SALES CONTACT:						
INFORMATION ABOUT TYPE OF BUSINESS: TYPE: Attorney Partnership (LLP) (Check all that apply) Construction (Inc.) Partnership (not Inc.) Construction (not Inc.) Research & Dev Corporation (Inc.) Sales & Service Distributor / Dealer Sales (only) Governmental Service Provider Individual Small Business Manufacturer Wholesaler / Reta Medical Services Other Yes No I don't know STATUS: Minority Owned * Woman Owned * * Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified. Sc Certification #:	iller Equipp Equipp Const Comp Const Ele Ma Me Pa Plu Ro Other	uter Hdw / Software Pr irruction (Specify Below) Re asonry Re asonry Re acthanical / HVAC	apply.)	Lawn Maint. /) fy) fy) fy) fations		
IDENTIFICATION AND CERTIFICATION: In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and \$50 penalty. ** This serves as a substitute Federal W-9.** →For individuals, enter social security number (SSN) :						
→For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):						
→For partnerships, corporations or others, enter FEIN:						
→For verification of sales tax collection authority, enter State of SC Sales Tax License Number:						
Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Horry County Schools.						
Authorized Signatory Print Name & Ti	tle		Date Comple	eted		