

Horry County Schools
Office of Procurement Services
 PO Box 260005, Building B, Conway, SC 29528-60025
REQUEST FOR QUOTE

Quote #: 1920-46MJ
 Date Issue: 1/28/2020
 Procurement Specialist: B. Maurice Jackson
 Phone: (843) 488-6929
 Fax: (843) 488-6945
 Email: mjackson@horrycountyschools.net

Offer should be submitted to Procurement Specialist No later than 2/6/2020 12:00 P.M.

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING.FOB Destination, Freight Prepaid and included to:
Horry County Schools, Conway, 335 Four Mile Road A-143, Conway, S. C. 29526

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. The attached *Terms and Conditions* apply to all quotes and supersedes Vendor's Terms and Conditions.
5. Offers may be submitted to the Procurement Officer via of fax to (843) 488 – 6945, email mjackson@horrycountyschools.net or Hand Deliver to Physical Address: 335 Four Mile Road, Conway, SC 29526
- 6 **Inside delivery and set in place in kitchen required.** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract.
7. One icemaker and 1 bin to each delivery address.
8. The following are the delivery locations

Delivery Addresses:

Loris Middle School
 5209 Hwy 66
 Loris, SC 29569

Aynor Middle School
 400 Frye Rd
 Galivants Ferry, SC 29544

North Myrtle Beach Middle School
 11240 Hwy 90
 Little River, SC 29566

9. Please contact Dean Todd 843-457-3256 or Brian Clynes 843-446-4347 24 hours prior to delivery.

Item No.	Description	Qty.	U/M	Unit Price	Total Extended Price
1.	Manitowoc Ice Maker Model No. IDT0750A-261	3	Each	\$	\$
2.	Manitowoc Ice Bin Model No. D570	3	Each	\$	\$
	Total				\$
	BID ONLY AS SPECIFIED, NO ALTERNATES WILL BE ACCEPTED. *OMIT TAXES FROM TOTAL BID				

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 Tax Payer ID /SSN: _____

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

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

SC Minority Certification Number (if applicable) _____

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

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

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

GENERAL CONDITIONS

DEFAULT: In case of default by the Contractor, Horry County Schools reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Horry County Schools resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The District reserves the right to withhold payment or make such deductions as may be necessary to protect the District from loss or damage because of defective work, claims, damages or to pay for repair 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 Boars, 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.

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.

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.

SPECIAL CONDITIONS

CONTRACTOR'S LIABILITY INSURANCE: (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY: General Aggregate (per project) \$1,000,000; Products/Completed Operations \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage (Any one fire) \$ 50,000; Medical Expense (Any one person) \$ 5,000; BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles): Combined Single Limit \$1,000,000 OR Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION: State Statutory Employers Liability \$100,000 per Acc. \$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the district a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name HCS as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the district a written endorsement to the contractor's general liability insurance policy that (i) names HCS as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless HCS has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the district as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to HCS of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

Additional Insured: Horry County Schools (CCU) shall be shown as an Additional Insured in the Description of Operations section. The contractor/vendor is required to add Horry County Schools to its Commercial General Liability and Employers Liability insurance policies with the following language: "Horry County Schools, including its current and former Board of Education, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured."

(6) The district's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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 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'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.

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

INFORMATION FOR OFFEROR'S TO SUBMIT

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes NO

Is the bidder a Minority Business certified by another governmental entity? Yes NO

If so, please list the certifying governmental entity:

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes
NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- | | | |
|--|--|--|
| <input type="checkbox"/> Traditional minority | <input type="checkbox"/> Traditional minority, but female | <input type="checkbox"/> Women (Caucasian females) |
| <input type="checkbox"/> Hispanic minorities | <input type="checkbox"/> DOT referral (Traditional minority) | <input type="checkbox"/> DOT referral (Caucasian female) |
| <input type="checkbox"/> Temporary certification | <input type="checkbox"/> SBA 8 (a) certification referral | <input type="checkbox"/> Other minorities (Native American, Asian, etc.) |

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)