Horry County Schools		1920-50MJ 2/13/2020
Office of Procurement Services	Procurement Specialist:	B. Maurice Jackson
PO Box 260005, Building B, Conway, SC 29528-60025 REQUEST FOR QUOTE	Phone: Fax:	(843) 488-6929 (843) 488-6945
	Email:	mjackson@horrycountyschools.net

# Offer should be submitted to Procurement Specialist No later than 2/24/2020 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 <u>mjackson@horrycountyschools.net</u> or Hand Deliver to Physical Address: 335 Four Mile Road, Conway, SC 29526

Item	Description	Qty.	U/M	Unit Price	Total Extended Price
No.					
1.	EZ Spot TI-84Plus Rechargeable PK (10EA) TEX84PLUSCETP	5	Each	\$	\$
2.	TI84PLUS EZ-SPOT SCHOOL PK (10EA) YELLOW CASE-SCHOOL <b>TI84PLUSTPYELLOW</b> PROPERTY/84PL/TPK/1L1/D	5	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:		2:	Zip:	
SC Minority Certification Number (if applicable) Vendor's Best Delivery Date Days ARO (after receipt of order) Do you collect SC Sales Tax?  Yes  No  SC Tax Registration # (if a		Vendor's Discount Terms:%Days			
ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating a date of issue. See "Amendments to Solicitation" Provision	amendment number and its	Amend. #	Amend. Issue Date	Amend. #	Amend. Issue Date

# **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 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 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 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.

<u>Termination for Convenience</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the District may negotiate reasonable termination costs, if applicable.

<u>Termination for Cause</u>: 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**

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?YesNO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:    Traditional minority Traditional minority, but female Women (Caucasian females)   Hispanic minorities DOT referral (Traditional minority) DOT referral (Caucasian female)   Temporary certification SBA 8 (a) certification referral Other minorities (Native American, Asian, etc.)   (If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)