

Georgetown County School District

J.B. BECK ADMINISTRATION AND EDUCATION CENTER
2018 CHURCH STREET • GEORGETOWN, S.C. 29440 • PHONE (843) 436-7000



Request for Quote: #1808008

Date Issued: 12/8/2017

Procurement Officer: Vicki Williams, CPPO

Phone: (843) 436-7184

Fax: (843) 436-7231

E-Mail Address: vwilliams@gcsd.k12.sc.us

Quotes should be submitted to Vicki Williams, NO LATER THAN: December 15, 2017 at 10:00 am

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING FOB: Destination, Freight Prepaid and included to:
Georgetown County School District, Georgetown, SC 29440

Please quote your lowest delivered price of the below listed item(s) and/or service(s). The GCSO Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If item(s) and/or service(s) cannot be furnished, indicate by **NO QUOTE**.
2. All quotes must be signed by the Bidder's representative to be valid; 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 Bidder's Terms and Conditions.
5. Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.
6. Unit prices will govern over extended prices unless otherwise stated.
7. Sizes noted are 'approximate' sizes.

Description: 3-Shelf Heavy Duty Kitchen Cart

All welded construction, (3) 21" x 33" stainless steel shelves, 11 3/8" spacing between shelves. Angles u-shape frame for increased structural strength with bumpers on legs and handles to protect walls. Two (2) 8" front fixed casters and two (2) 5" back swivel casters. Product should have a minimum capacity of 700 pounds. Product should also be NSF listed and be delivered fully assembled. Overall length should be approximately 38 5/8", overall width should be approximately 22 3/8" and overall height should be approximately 37 1/8" inches. Shelving should be a minimum of 33" in length and 21" in width. Surfaces should be smooth and free from porous material for safe food handling. Price to include shipping/delivery costs.

Qty: 18 Unit Price: Extended Price:

Description: 2-Shelf Heavy Duty Kitchen Cart

All welded construction, (2) 21" x 33" stainless steel shelves, 21" spacing between shelves. Angles u-shape frame for increased structural strength with bumpers on legs and handles to protect walls. Two (2) 8" front fixed casters and two (2) 5" back swivel casters. Product should have a minimum capacity of 700 pounds. Product should also be NSF listed and be delivered fully assembled. Overall length should be approximately 38 5/8", overall width should be approximately 22 3/8" and overall height should be approximately 37 1/8" inches. Shelving should be a minimum of 33" in length and 21" in width. Surfaces should be smooth and free from porous material for safe food handling. Price to include shipping/delivery costs.

Qty: 18 Unit Price: Extended Price:

INFORMATION FOR BIDDERS TO SUBMIT

By signing this quote, Bidder certifies under penalties of perjury that they have complied with Section 12-54-1020 the SC 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: _____ Email Address: _____

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

SC Minority Certification No (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 No. (if applicable) _____

GENERAL CONDITIONS

This document contains standard terms and conditions that apply to all solicitations and procurements made by Georgetown County School District (District). When so accepted, this document represents the complete and final agreement with the Contractor with regard to the goods and services specified. Any Contractor-provided terms and conditions included with Contractor's quote, invoice, or other documents shall be of no effect. Instructions and terms specific to an individual solicitation will also apply and are considered in addition to these standard terms. In case of conflict between terms of a specific solicitation and this document, the terms of the specific solicitation shall prevail.

ADDENDUMS: All addendum to and interpretation of this RFQ shall be in writing. The Procurement Officer shall not be legally bound by any addendum or interpretation that is not in writing.

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g. bankruptcy, corporate reorganizations and consolidations, but not including partial asset sales).

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District orders and/or contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE OF LAW: The order, any dispute, claim, or controversy relating to the order, and all rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this order shall be directed to Georgetown County School District, Procurement Services, J.B. Beck Administration Building, 2018 Church St., Georgetown, SC 29440.

CONTRACTOR: means the bidder or seller receiving this order.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this order. The

Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on District property or while conducting associated activities off District property. Failure to comply with the above may result in unilateral and immediate revocation of this contract. As of July 1, 2016, the use of all tobacco products is prohibited in or on all District property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco.

CONTRACTOR'S OBLIGATION: The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional 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.

COMPLIANCE WITH LAWS: Through acceptance of an order or contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, and all District regulations and policies while on District property or while conducting District associated activities off of District property. By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract.

DELIVERY: Subject to conditions beyond the control of the Contractor, delivery of completion must actually be affected within the time stated on the order. If, for any reasons whatsoever, including conditions beyond the control of Contractor, completion is not timely, the District reserves the right to obtain the goods or services elsewhere and to charge Contractor with any loss incurred as a result thereof or, as its option, to cancel the order.

DEFAULT: In case of default by the Contractor, Georgetown County School District 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.

DISCOUNTS: The District 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.

EQUAL OPPORTUNITY: The District is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status.

ETHICS ACT: By accepting this order, Contractor certifies that the Contractor has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

EXCESS QUANTITY: Any materials shipped in excess of the quantity specified in the order may, at the District's option, be returned to the Contractor at Contractor's expense. The District will not be obligated to pay for services or labor provided in excess of that specified in the order.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): Contractor warrants that it will not make available or distribute any student education records it receives from the District in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Contractor agrees to limit access to records provided by the District to its employees with a legitimate need to know in order for the Contractor to fulfill its obligations under this agreement. Contractor warrants that it has procedures in place to prevent unauthorized access to data provided by the District, and the procedures will be documented and available to the District upon request. Contractor will notify the District immediately in the event of a security breach that could or does impact the District records or data. Contractor agrees that District data will not be shared or sold to third parties without prior written authorization from the District. Contractor agrees to notify the District immediately if it receives a subpoena, court order or other request for District data so the District can take appropriate action if needed.

HOLD HARMLESS: The District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the District or

failure of the District to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's proposal.

IMPORTED GOODS: Whenever Contractor acts as the District's agent in importing goods from other countries, the Contractor agrees to show on its invoices the amount of any customs or import duties paid to the United States government as a separate item.

INSPECT/REJECT: The District reserves the right to inspect any equipment offered or completed service and to reject equipment or service if it is not acceptable as determined by the District.

INVOICE ITEMIZATION: All transportation, insurance, crating and /or packing charges are to be entered as separate items on Contractor's invoice, unless goods are sold F.O.B. destination or such charges are included in Contractor's price.

IRAN DIVESTMENT ACT – CERTIFICATION AND ONGOING OBLIGATIONS: The Iran Divestment Act is contained in Section 11-57 of the South Carolina Code of Laws. The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to the requirements of this Act that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. By accepting an order from the District, the Contractor certifies that, as of the date of acceptance, it is not on the then-current version of the Iran Divestment Act List. Contractor agrees to not contract with any person to perform a part of the contractual work, if, at the time the Contractor enters into a subcontract, that person is on the then-current version of the Iran Divestment Act List. Contractor further agrees to notify the Procurement Officer if, at any time during the contract term, including any renewal terms, it is added to the Iran Divestment Act List. (Section does not apply to a contract valued at ten thousand dollars or less.)

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in the order. Note:

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this order, all equipment, material, and articles incorporated in the work covered by this order are to be new and of the most suitable grade for the purpose intended.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

OPEN TRADE REPRESENTATION: By accepting an order from the District, the Contractor represents that it 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 S.C. Code of Laws section 11-35-5300. Contractor further represents that during the contract term, including any renewals or extensions, it will not engage in the boycott of a person of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy

open trade. (Section does not apply to a contract with a value of less than ten thousand dollars.)

ORDER: Contractor shall not provide any goods or services prior to the receipt of an official order from the District. The District may order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

PROCUREMENT OFFICER – means the person executing this purchase order or the District’s Procurement Director.

PURCHASING CARD: Contractor agrees to accept payment by the District Purchasing Card for no extra charge. The District Purchasing Card is issued through Wells Fargo Bank which allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY: The Contractor shall not publish any comments or quotes made by District employees, or include the District in news releases, published client lists, or other such media, without the prior written approval of the District.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the District’s designated receiving site, or other location, as may be specified on the order.

TERMINATION: 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.

WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District’s rights under this order. Any waiver must be in writing.

WARRANTIES: In addition to any expressed or implied warranties provided by applicable law, the Contractor hereby represents and warrants that the goods delivered or services performed on this order will be in accordance with the District’s specifications, drawings, or samples, if such were submitted, and if any goods or workmanship proves defective within one year from delivery or completion, or is not in accordance with specifications, drawings or samples, the District may cancel this order or Contract and return this order or correct the defective goods or work at Contractor’s expense. The foregoing representations and warranties shall survive acceptance of the goods or services.

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: Georgetown County School District (GCSD) shall be shown as an Additional Insured in the Description of Operations section. The contractor/vendor is required to add Georgetown County School District to its Commercial General Liability and Employers Liability insurance policies with the following language: "Georgetown County School District, 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.

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Contractor. Georgetown County School District 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.