

	<b>District Five of Lexington and Richland Counties</b>  <b>Request for Quotations</b>	Solicitation #	2025-012
		Date Issued	October 10, 2024
		Procurement Official	Lauren Bové, CPPO, CPPB
		Phone	(803) 476-8182
		E-Mail Address	D5bids@lexrich5.org

DESCRIPTION	Firefighter Extrication Equipment
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*The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"*

SUBMIT OFFER BY	October 24, 2024 at 11:00 AM
QUESTIONS MUST BE RECEIVED BY	October 17, 2024 at 12:00 PM
NUMBER OF COPIES TO BE SUBMITTED	One (1)

**Offers must be submitted electronically to the following address:**

[D5Bids@lexrich5.org](mailto:D5Bids@lexrich5.org)

Please quote your lowest delivered price of the item(s). The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities. All Quotes must be signed by the vendor's representative per the terms noted. Failure to comply with these instructions may result in disqualification of the Quote. Emailed Quotes are accepted. This solicitation conforms to Section 11-35-1550 of the District's Procurement Code.

Vendor Name and Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_ SC Minority Cert. No. \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

<b>ACKNOWLEDGMENT OF AMENDMENTS:</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment 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](http://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.

**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)).

Any contract entered into by District Five of Lexington and Richland Counties resulting from this solicitation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Unit price to be shown for each item.

Unit prices will govern over extended prices unless otherwise stated. Quoted prices must remain firm for a period of sixty (60) days beyond the RFQ deadline.

Awards will be made in accordance with Section 11-35-1550 of the District's Procurement Code and will be posted to the District's website at <https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards>.

**CALCULATING THE LOW BID:** Lowest bid will be calculated by taking into account bidder pricing and all applicable preference(s).

Award will be made to the lowest responsive and responsible bidder.

Award will be made to one offeror.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

The District reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

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 solicitation, 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 or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful offeror from requirements that it be authorized or licensed to do business in this State, by submission of this signed quote, the offeror 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.

Payment will be made in accordance with the District's 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.

**QUESTIONS FROM OFFERORS:** Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding this solicitation must be received no later than 12 pm on September 17, 2024. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof would be prejudicial to other prospective offerors. Amendments will be posted to the District's website at <https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards>. The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including this solicitation, that unnecessarily or inappropriately limits full and open competition.

**Email is the preferred method for submitting questions with "Questions: Solicitation # as the subject of the email. Questions must be submitted in an easily copied format such as Word.**

Email: [D5bids@lexrich5.org](mailto:D5bids@lexrich5.org)

*Questions may also be submitted to the address listed on the Cover Page of this document.*

**DESCRIPTIVE LITERATURE – REQUIRED:** Your offer must include manufacturer's latest literature showing complete product specifications.

**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.

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

**SHIPPING / RISK OF LOSS FOB Destination:** F.O.B. Destination. Destination is the shipping dock of the District's designated receiving site, or other location, as specified herein.

**SHIPPING AND HANDLING:** Shipping and handling must be included in the cost. The District will not pay a separate shipping and handling charge.

**SWMBE PARTICIPATION:** District Five of Lexington and Richland Counties encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Board of Trustees. In order to be included in this report, you must submit a copy of your certificate with your proposal.

**VENDOR REGISTRATION:** Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

**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.

**BACKGROUND CHECKS:** The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state,

as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** Contractors who submit offers must certify that they and/or any of its principals,

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

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;

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above paragraph of this provision.

d. 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.

Federal debarments can be checked at [www.sam.gov](http://www.sam.gov) and state debarments can be checked at <http://procurement.sc.gov/PS/legal/PS-legal-suspend-debar.phtm>.

**TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the Procurement Department providing a 30-day advance notice in writing to the contractor.

(a) Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

(b) Termination for Cause: Termination by the District for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

**EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.**

### III. SCOPE OF WORK / SPECIFICATIONS

**SCOPE OF WORK:** School District Five of Lexington and Richland Counties is seeking quotes from qualified offerors to provide firefighting extrication equipment complying with the enclosed description and/or specifications and conditions.

**BRAND NAME OR EQUAL:** Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bids for products which are of a different manufacturer and model number from that which is specified, provided that the manufacturer's published description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed is submitted with the bid. The District shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein.

#### MINIMUM SPECIFICATIONS

Extrication equipment shall include the following:

- A. Genesis C-195 Cutter, or approved alternate-** Quantity 1
  - a. NFPA Cut Rating A8-B9-C7-D9-E9
  - b. Cut Opening- 7.1"
  - c. Replaceable blades for uninterrupted operation
  - d. Submersible
  - e. Compact and easy to use in small spaces
  - f. Ergonomic handle
  - g. Dimensions: 28.9" length x 9.5" width x 8.3" height
  - h. Weight- 37.3 lbs
- B. Genesis Opening Spreader S-49, or approved alternate-** Quantity 1
  - a. Spreading Width- 28"
  - b. Pulling Distance- 22"
  - c. Submersible
  - d. Accessibility through app or tablet to control training mode, theft protection, service alerts, and max pressure indication
  - e. Adjustable LEDs
  - f. Dimensions: 30.2" length x 9.6" width x 7.8" height
  - g. Weight- 43.9 lbs
- C. Genesis 22-54" Dual Stage Telescopic Ram, or approved alternate-** Quantity 1
  - a. NFPA Cut Rating A8-B9-C7-D9-E9
  - b. Closed Length- Retracted- 22"
  - c. Final Length- Extended- 54.6"
  - d. High intensity LEDs
  - e. Submersible
  - f. Include both service and training modes
  - g. Wireless connectivity through app or tablet to access training mode, theft protection, service alerts, and max pressure indication
  - h. Dimensions: 6.1" width x 13.6" height
  - i. Weight- 47.6 lbs
- D. Genesis 3 Bay Charger with M18 Rapid Chargers (18v), or approved alternate-** Quantity 1
- E. Milwaukee M28 Lithium-Ion Battery, or approved alternate-** Quantity 6
  - a. Voltage: 28v
  - b. Capacity: 3.0 Ah
  - c. Weight: 2.35 lb
  - d. Dimension: 4" length x 7" width x 7.13" height

**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

**DELIVERY LOCATION:** After award, all deliveries shall be made and all services provided to the location specified in the purchase order.

**PURCHASE ORDERS:** CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE DISTRICT. 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. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**QUOTES:** The vendor shall provide an itemized quote that includes all installation, training, equipment, shipping, materials and supplies necessary to provide the turn-key system as specified and by terms and conditions of this solicitation.

**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 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]

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

**PREFERENCE CLAIM:**

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="http://www.procurement.sc/preferences">Www.procurement.sc/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
US End-Product Pref. Section 11-35-1524, (B)(1). 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 <input type="checkbox"/> No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Signature of Authorized Official:** \_\_\_\_\_

**Print name and Title:** \_\_\_\_\_

## **IX. ATTACHMENTS TO SOLICITATION**

- A. Minority Participation Affidavit
- B. Offeror's Checklist

**ATTACHMENT A**

**MINORITY PARTICIPATION AFFIDAVIT**

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? \_\_\_\_\_

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? \_\_\_\_\_

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

## ATTACHMENT B

### OFFEROR'S CHECKLIST

#### AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ MAKE SURE YOUR OFFER 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: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES 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 OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER 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 QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

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 offer.

#### SUBMIT WITH OFFER:

1. Cover Page
2. Quote
3. Preference Claim
4. Attachment A- Minority Participation Affidavit
5. Completed W-9 (if needed)