

DR. KANDACE BETHEA Superintendent February 19, 2020

Marion County School District Food Service Department is considering leasing and maintenance programs for Ice machines.

-Ice Machines should be equal or comparable to Hoshizaki 520 ice maker and a 500 lb. bin.

-Maintenance should consist of:

\* extensive cleaning inside and out of machines as well as descaling no less than twice a year.

- \* water filters changed at least 1 time a year
- \* all parts and labor included in monthly fee
- \* 24/7 quick response for maintenance calls are very important

-We are a K-12 public school district located in Marion, South Carolina, so all quotes should be mindful of the ability to make service calls during school hours and in a timely manner to our geographical location.

-Up front initial costs for machines/installation should be included in the quotation.

-Any other costs/fee that you may require need to be clear and apparent.

-Length and terms of contract need to be clear in quotation.

Determining factors for the contract will be based on:

- 1. Experience in the ice machine and repair business
- 2. Location of company to be able to make timely service calls
- 3. Monthly Cost of subscription fee
- 4. Initial/upfront cost of contract
- 5. Any other costs leasing program requires
- 6. Length and terms required for contract

If you have any questions please conact Jason Jordan, Food/Nutrition Specialist by email: jjordan@marion.k12.sc.us or by phone 843-423-1811 ext. 1012

Please read included "Request For Quote" form for details on submission and other terms.

Educate • Prepare • Inspire



Marion County School District **Purchasing Department** 719 North Main Street Marion, SC 29571 Phone: 843.423.1811

## **Request for Quotation** THIS IS NOT AN ORDER

Quotation must be received No Later Than:		Send quotation to above address Attention of:	Quotation Number:	Date	
March 5 <sup>th</sup>	2020	Jason Jordan			
Prin	company na	Depa all te	<ol> <li>artment reserves the right to reject initialities.</li> <li>If an item cannot be furnishe</li> <li>All quotes must be signed by noted, failure to comply with disqualification of the quote.</li> <li>FAXED QUOTES ACCEPTABLE</li> </ol>	the vendor's representative and terms this instruction may result in	

Federal I.D. or Social Security No. \_\_\_\_\_\_ SC Minority Certification Number (If Applicable) \_\_\_\_\_\_

Submitted By (Print Name) \_\_\_\_\_\_ Signature \_\_\_\_\_\_ Telephone \_\_\_\_\_\_

ltem No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
10.				
1				

DEFAULT: In case or default by the Contractor, the Marion 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 bidder 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 the Marion County School District or its agencies 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 the Marion County School District Fiscal Management Policy Section DK. 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 School District reserves the right to withhold payment or make such deductions as may be necessary to protect the School 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 days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The Marion County School District shall consider payment discounts in the award of this contract when such discounts are for thirty 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 University'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 Marion County School District Procurement Code Policy DJ-R.

The School District reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the School 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 successful contractor assumes sole responsibility and shall hold harmless the Marion County School District, its directors, 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 bidder, its directors, officers, employees and agents under this agreement. The Marion County School District 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 the Marion County School District, its members, directors, officers, 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 quoter from requirements that it be authorized and/or licensed to do business in this State. Notwithstanding the fact this State, by submission of this singed quote, the quoter 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 contractor may be terminated for any reason by the School 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 School District may negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the School 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 Marion County School District may require to ensure compliance. Additional information may be viewed at: <u>http://www.sc.edu/hipaa/</u>

## SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

The Marion 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.

## IMPORTANT-Please Note

Vendors, 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,