

	The School District of Newberry County Request for Quotes	Solicitation #	2022-013
		Date Issued	April 19, 2022
		Procurement Official	Keshia L. Williams
		Phone	(803) 321-2600
		E-Mail Address	kwilliams@newberry.k12.sc.us

DESCRIPTION	Experia USA Premium Sensory Room
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The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"

SUBMIT OFFER BY	May 2, 2022 at 10:30 AM
QUESTIONS MUST BE RECEIVED BY	April 25, 2022 at 4:00 PM
NUMBER OF COPIES TO BE SUBMITTED	One (1)

Offers may be submitted electronically to the following address: kwilliams@newberry.k12.sc.us, mailed or hand delivered to the address below:

SUBMIT YOUR SEALED OFFER TO:

**Newberry County School District
Purchasing Office
3419 Main Street
Newberry, SC 29108**

Please quote your lowest delivered price of the item(s) on the provided quote schedule. 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. Faxed or 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.

ACKNOWLEDGEMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date
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Any contract entered into by The School District of Newberry County resulting from this solicitation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law. 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.newberry.k12.sc.us/o/sdnc/browse/63709>

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.

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: kwilliams@newberry.k12.sc.us.

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 321-2604.

BANKRUPTCY - GENERAL: (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 five (5) 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 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 voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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

PAYMENT: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with the District's Procurement Code. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the Solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the

solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) 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 any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

The preferred method for submitting questions is by email to kwilliams@newberry.k12.sc.us Questions can also be faxed to 803-321-2604 or submitted to the address on the Cover Page of this document.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

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

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

SWMBE PARTICIPATION: Newberry County School District encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina's 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.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

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.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

WARRANTY: Contractor must provide the manufacturers 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 of 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

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: The School District of Newberry County is seeking a vendor to furnish and deliver an Experia USA Premium Sensory Room.

By naming a manufacturer and specifying a representative model, it is not the intention to deter competitive bidding. The purpose is to identify and establish a satisfactory level of quality and a competent model for the District. Any item submitted under this solicitation shall meet or exceed these requirements.

BRAND NAME: Items included in this solicitation are brand name and model specific.

SPECIFICATIONS: Experia USA Premium Sensory Room equipped with superactive LED bubble tube 60” and 9 way wireless controller; square bubble tube platform; bubble tube acrylic mirror pair; bubble tube additive; bubble tube pump and hose; projector bundle to include: projector, wheel rotator, and 3 effect wheels; calming sounds CD’s; superactive LED fiber optic bundle to include: superactive LED lightsource, tails/strands and 8-way wireless controller; two (2) sections of soft wall padding; three (3) sections of soft floor padding; LED calming fiber optic softie to include: fiber optics and lightsource; mirror ball bundle to include: 10" mirror ball with motor and a pinspot with a 4 color wheel; and installation instructions.

QUALITY OF PRODUCT: Unless indicated otherwise in this bid, it is understood and agreed that any item offered or shipped regarding this bid shall be in new condition, all containers shall be new and suitable for storage or shipment.

DELIVERY LOCATION: After award all deliveries shall be made to the location specified on the purchase order.

BID SCHEDULE

VENDOR NAME: _____

Item #	Quantity	Product Description	Unit Price	Total
1	1	Experia USA Premium Sensory Room with Bubble Tube, Fiber Optic, Projector and more	\$	\$
	1	Install	\$	\$
	1	Freight/Shipping	\$	\$
		Total Price	\$	\$

*** Do not include taxes in price**

Signature of Authorized Official: _____

Print Name and Title: _____

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 the 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>
[04-4015-3]

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

- ✓ COMPLETE & SIGN 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 ACKNOWLEDGE 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 BID:

- ✓ **Cover Page**
- ✓ **Quote/BID Schedule**
- ✓ **Attachment A – Minority Participation Affidavit**
- ✓ **Completed W9 (if needed)**