

	<b>The School District of Newberry County</b>  <b>Request for Quotes</b>	Solicitation #	<b>2022-002</b>
		Date Issued	<b>01/06/2022</b>
		Procurement Official	<b>Keshia L. Williams</b>
		Phone	<b>(803) 321-2600</b>
		E-Mail Address	<b>kwilliams@newberry.k12.sc.us</b>

DESCRIPTION	Vex Robotic Components
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*The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"*

SUBMIT OFFER BY	<b>01/18/2022 at 10:30 AM</b>
QUESTIONS MUST BE RECEIVED BY	<b>01/11/2022 at 4:00 PM</b>
NUMBER OF COPIES TO BE SUBMITTED	<b>One (1)</b>

**Offers may be submitted electronically to the following address: [kwilliams@newberry.k12.sc.us](mailto: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**

CONFERENCE TYPE: Not Applicable DATE & TIME: (EST) As appropriate, see "Conferences – Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Not Applicable
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AWARD & AMENDMENTS	The award, this solicitation and any amendments will be posted at the following web address: <a href="http://www.newberry.k12.sc.us">http://www.newberry.k12.sc.us</a>
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You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **sixty (60) calendar days** after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		OFFERORS TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____  (See "Signing your Offer" provision)
AUTHORIZED SIGNATURE:  (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)		
TITLE		
PRINTED NAME:	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror **must** be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION	
TAXPAYER IDENTIFICATION NO.	

PAGE TWO  
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">Phone</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Fax</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">E-Mail</td> <td style="padding: 2px;"></td> </tr> </table>	Phone		Fax		E-Mail	
Phone							
Fax							
E-Mail							

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">ORDER FAX #</td> <td style="padding: 2px;"></td> </tr> </table>	ORDER FAX #	
ORDER FAX #			
<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check only one)	<input type="checkbox"/> Order Address Same as Home Office Address <input type="checkbox"/> Order Address Same as Notice Address (check only one)		

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
	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days	20 Calendar Days	30 Calendar Days	_____ Calendar Days
	%	%	%	%

MINORITY PARTICIPATION	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">Are You a South Carolina Certified Minority Vendor? (Yes or No):</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">If Yes, South Carolina Certification #</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Are You a Non-SC Certified Minority Vendor? (Yes or No):</td> </tr> </table>	Are You a South Carolina Certified Minority Vendor? (Yes or No):	If Yes, South Carolina Certification #	Are You a Non-SC Certified Minority Vendor? (Yes or No):
Are You a South Carolina Certified Minority Vendor? (Yes or No):				
If Yes, South Carolina Certification #				
Are You a Non-SC Certified Minority Vendor? (Yes or No):				

## GENERAL TERMS AND CONDITIONS

**AMENDMENTS TO SOLICITATION:** All amendments to and interpretation of this quote shall be in writing from Procurement Official. The Procurement Official shall not be legally bound by any amendment or interpretation that is not in writing.

**AWARD NOTIFICATION:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award.

**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 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.

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with Newberry County School District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**CLARIFICATION:** The Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**CODE OF LAWS AVAILABLE:** The School District of Newberry Procurement Code is available at: [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us).

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District Office mail room which services that purchasing office prior to the opening.

**DEFAULT:** The District may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for

supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**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]

**ETHICS CERTIFICATE:** By submitting an offer, the offeror certifies that the offeror 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.

**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.

**NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Official's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph

**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.

**PROCUREMENT CODE AVAILABLE:** The School District of Newberry County's Procurement Code, is available at <http://www.newberry.k12.sc.us/>

**PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

**PUBLICITY:** Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**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](mailto: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.**

**REJECTION/CANCELLATION:** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

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

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages. (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers may be submitted to the number or address provided on the Cover Page. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Official.

**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.

**WARRANTY:** Contractor must provide the manufacturers standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

**SCOPE OF WORK / SPECIFICATIONS**

**SCOPE OF WORK:** The School District of Newberry County is seeking a vendor to furnish and deliver Vex Robotics Components.

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

**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.

**QUOTE SCHEDULE**

<b>Item #</b>	<b>Quantity</b>	<b>Product Description</b>	<b>Unit Price</b>	<b>Total</b>
228-2785	30	USB Cable (A-Micro)	\$	\$
276-4810	30	V5 Robot Brain	\$	\$
276-4811	30	V5 Robot Battery Li-Ion 1100mAh	\$	\$
276-4812	30	V% Robot Battery Charger	\$	\$
		*Total Price	\$	\$

\* Do not include taxes in price

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

Print Name and Title: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

Please quote your lowest delivered price of the item(s) on the provided quote schedule. The NCSD Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities. All quotes must be signed by the vendors representative per the terms noted in this solicitation. Failure to comply with these instructions may result in disqualification of the Quote. Faxed or Emailed Quotes are accepted.

1. Only one (1) copy of the quote is required, unless indicated otherwise in the solicitation.
2. If item(s) and or service(s) cannot be furnished, indicate by NO QUOTE.
3. By submission of a quote, you are guaranteeing that all goods and services meet the requirements of this solicitation.
4. Do not include any sales taxes in the quote price shown that the District may be required to pay.
5. Quoted prices
6. Unit prices will govern over extended prices unless otherwise stated.
7. Quoted prices must remain firm for a period of sixty (60) days beyond the Request for Quotation deadline.
8. The attached Terms and Conditions apply to all quotes and supersedes Bidder's Terms and Conditions.
9. Tie quotes will be resolved as outlined in the Newberry County School District procurement code.
10. Quotes and all questions should be directed to Procurement Official:

Newberry County School District  
Keshia Williams – Procurement Office  
3419 Main Street  
Newberry, SC 29108  
[kwilliams@newberry.k12.sc.us](mailto:kwilliams@newberry.k12.sc.us)

**ATTACHMENTS TO SOLICITATION**

A. Offeror's Checklist

## ATTACHMENT A

### 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**
- ✓ **Page Two**
- ✓ **Quote Schedule**
- ✓ **Completed W9 (if needed)**

