

	Spartanburg School District Seven Invitation for Bid	Solicitation #	20-21-2
		Date Issued	September 23, 2020
		Procurement Official	Pamela Phillips Procurement Officer
		Phone	(864) 594-6179
		E-Mail Address	phillips@spart7.org
DESCRIPTION	Sale of Surplus Used iPhones		
SUBMIT OFFER BY	October 7, 2020 @ 10:00 AM, EST		
NUMBER OF COPIES TO BE SUBMITTED	One (1) Original and One (1) marked "copy"		
QUESTIONS MUST BE RECEIVED BY	September 30, 2020 @ 10:00 AM, EST		

The term "Offer" means your "Bid" or "Proposal". Your offer must be submitted in a sealed package. The solicitation number and opening date must appear on package exterior.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS IN A SEALED ENVELOPE:

MAIL OR HAND DELIVER TO:
Spartanburg School District Seven
Attn: Pamela Phillips
IFB#: 20-21-2
Sale of Surplus Used iPhones
610 Dupre Drive
Spartanburg, SC 29307

NOTE: Due to COVID bidders may NOT stay for the bid opening

CONFERENCE TYPE: N/A	LOCATION: N/A
As appropriate, see Conferences – Pre-Bid/Proposal & Site Visit provisions	

AWARD & AMENDMENTS	The award, this solicitation and any amendments may be posted at the following web address: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=5d68b707-3a22-47d6-989f-e64ae3696839
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You must submit a signed copy of this form with Your Offer. By submitting a quotation, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **ninety (90) calendar days** after the Opening Date. You affirm that the District's original solicitation document has not been altered in any way. You acknowledge that You have read and understand all requirements, certifications, stipulations, terms, and conditions stated in the solicitation documents

NAME OF OFFEROR:	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 _____
AUTHORIZED SIGNATURE:	
TITLE	
PRINTED NAME:	DATE SIGNED
(See "Signing your Offer" provision)	

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. An offer may be submitted by only one legal entity. 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.

COVER PAGE (Complete, Sign & Return This Page with Your Offer)

PAGE TWO
(Return Page Two with Your Offer)

STATE OF INCORPORATION		TAXPAYER IDENTIFICATION NO.				
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)				
		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)				
		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
MINORITY PARTICIPATION	Are You a South Carolina Certified Minority Vendor? (Yes or No):					
	If Yes, South Carolina Certification #					
	Are You a Minority Vendor Certified by Another Local, State or Federal Agency? (Yes or No):					
	If Yes, Agency Name					
	Are You a Minority Vendor That is Not Certified? (Yes or No):					

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

1. COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN.
2. RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE SPARTANBURG SCHOOL DISTRICT SEVEN PROCUREMENT CODE.
3. COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310(A) 2(3).
4. SUBMISSION OF A RESPONSE TO THIS BID/PROPOSAL DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
5. COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44-107-10 ET SEQ, S.C. CODE ANN, (1976). *(Applicable to awards in excess of \$50,000.00).*
6. TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMMENDMENTS, WHICH CLEARLY REFERENCE THIS PROPOSAL NUMBER.
7. SECTION 11-35-3020(2) (b) (l) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED PROVIDES: ANY BIDDER IN REPOSE TO AN INVITATION FOR BIDS SHALL SET FORTH IN HIS BID THE NAME OF EACH SUBCONTRACTOR SO IDENTIFIED IN THE INVITATION FOR BIDS. IF THE BIDDER DETERMINES TO USE HIS OWN EMPLOYEES TO PERFORM ANY PORTION OF THE WORK FOR WHICH HE WOULD OTHERWISE BE REQUIRED TO LIST A SUBCONTRACTOR AND IF THE BIDDER IS QUALIFIED TO PERFORM SUCH WORK UNDER THE TERMS OF THE INVITATION FOR BIDS, THE BIDDER SHALL LIST HIMSELF IN THE APPROPRIATE PLACE IN HIS BID AND NOT SUBCONTRACT ANY OF THAT WORK EXCEPT WITH THE APPROVAL OF THE USING AGENCY FOR GOOD CAUSE SHOWN.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offeror to contract on behalf of Offeror)

PRINTED NAME

(Printed name of person signing above)

TITLE *(Business Title of person signing above)*

DATE SIGNED

*******BID MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID*******

TABLE OF CONTENTS

General Provisions.....5

General Terms and Conditions10

Introduction13

Scope13

Specifications13

Special Conditions 14

Pickup.....14

Award14

Proposed Procurement Schedule14

Instructions to Bidders15

Notification15

Bid/Quote Form16

Bid Certification17

Minority Business.....18

Offeror’s Checklist19

1. **GENERAL PROVISIONS**

1. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the bids or to procure any goods or services.
2. An authorized individual who may bind the Offeror to provide the services in accordance with the specifications contained in this Invitation for Bid (IFB) must sign your bid response. The bid response must contain a statement to the effect that your bid is firm for a period of ninety (90) days from the bid due date or longer if so required by the District.
3. The Spartanburg School District's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
4. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, UPS, Fed Ex, electronic transmission, facsimile, or any other method. The District shall not accept responsibility for late or unidentified bids.
5. In the event that a Bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such a bid shall immediately inform the Procurement Officer, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
6. In the event that identical bids are received on like items, the Procurement Officer shall award bids in accordance with the District's Procurement Code.
7. ***Addenda:*** Addenda shall be issued prior to the IFB submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. It will be emailed to each known proposer who received an IFB and posted online at www.spartanburg7.org. It is your responsibility to check the website for any amendments. ***At the discretion of the District, if it becomes necessary to revise or clarify any part of this IFB, addendums will be emailed to each known proposer. Any addenda issued by the District shall become a formal part of this IFB 20-21-2.***

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the IFB. No addenda shall be issued later than three (3) days prior to the IFB submittal date except to a) withdraw the IFB solicitation, or b) to postpone the RFP submittal date and time. The Coordinator of Procurement, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) along with pages 1, 2 and 3 of this IFB, with their bid. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All amendments shall be posted online at www.spartanburg7.org. departments; procurement; doing business in District 7; available solicitations & awards.

8. ***Affirmative Action:*** The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all

employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

9. ***Ambiguous Bids:*** Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
10. ***Approval of Publicity Releases:*** The Contractor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.
11. ***Authorization and Acceptance:*** The bid must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this Invitation for Bid (IFB). The bid must contain a statement to the effect that your bid is firm for a period of ninety (90) days from the bid due date or longer if so required by the District.
12. ***Bid Constitutes Offer:*** By submitting a bid, the Offeror agrees to be governed by the terms and conditions as set forth in this document. **Any bid containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such bid non-responsive.** Any inconsistencies between the IFB and any other contractual instrument shall be governed by the terms and conditions of this IFB, except where subsequent amendments to any contract resulting from this IFB award are specifically agreed to in writing by the parties to supersede any such provisions of this IFB.
13. ***Bid/Proposal as Offer to Contract:*** By submitting your bid, you are offering to enter into a contract with the 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. Any offer may be submitted by one legal entity; joint bids are not allowed.
14. ***Bidder's Qualification:*** No bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.
15. ***Certification Regarding Suspension and Debarment:*** By submitting a proposal (IFB), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, subgrantees, or subcontractors 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 application, 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; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.
16. ***Clarifications:*** The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other

information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

17. **Competition:** There are no Federal or State laws that prohibit Proposers from submitting a Proposal lower than a price or Proposal given to the United States Government. Proposers may submit a proposal lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.
18. **Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this IFB shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the bid they consider to contain proprietary information.
19. **Contractor Responsibility:** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their bid.
20. **Correction of Errors in the Bid/Proposal:** 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. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
21. **Covenant against Contingent Fees:** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Spartanburg School District Seven shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
22. **District Closings:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Administration Office of the District by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.spartanburg7.org.
23. **District Regulations:** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

24. ***Excusable Delay:*** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
25. ***Examination of Records:***
- a. Spartanburg School District Seven shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of Spartanburg School District Seven, or her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
26. ***Explanation to Prospective Proposers:***
- a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their bids. **DEADLINE FOR SUBMISSION OF QUESTIONS: WEDNESDAY, SEPTEMBER 30, 2020, BEFORE 10:00 AM. Submit questions to: pPhillips@spart7.org.**
 - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
 - c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Proposers.
27. ***Interpretations:*** If any questions arise from this solicitation, respondents must contact the District's Procurement Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Procurement Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.
28. ***IFB Expenses:*** The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.
29. ***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 of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

30. **Offeror Responsibility:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this IFB. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this bid or contract.
31. **Posting of Award:** Notice of Award or Intent to Award will be posted in the Administrative office located at the 610 Dupre Drive, Spartanburg, SC 29307, and/or online at: www.spartanburg7.org.
32. **Proposer's Qualifications:** Bids shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
33. **Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements:**
- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.
34. **Rejection/Cancellation:** The District reserves the right, to accept or reject, in part or in entirety, any or all bids, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.
35. **Responses:** All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.
36. **Time of Completion:** Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her bid delivery dates for each item as requested, and shall furnish all items in accordance with the bid solicitation unless an extension is granted by the District in writing.
37. **Unlawful Acts:** The District interprets a signed bid as signifying that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

38. **Withdrawal of Bid Response:** A bid response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Procurement Officer prior to the last date and time set for receipt of the bid responses. If the District fails to accept the response or award a contract within ninety (90) days after the bid opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

2. GENERAL TERMS AND CONDITIONS

1. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
2. **Bid Bond:** Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to Spartanburg School District Seven. (*NOT APPLICABLE*)
3. **Default:** In case of default by the contractor, the District reserves the right to purchase any or all items in default in 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.
4. **Drug-free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
5. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
6. **FOIA Requests:** FOIA Requests: Any vendor or general member of the public requesting information in regards to any bids/proposals received or any award made as a result of this solicitation, will be billed on the amount of information requested (i.e., copies of documentation, etc.) and the amount of time spent by District staff to compile the information. Visit the website for more information. <https://www.spartanburg7.org/Page/4106>.
7. **Governing Laws:** All bid documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
8. **Indemnification:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

9. **Item Substitution:** (This clause does not apply to solicitations for service requirements). No substitutions will be allowed on purchases from Spartanburg School District Seven without permission from the Procurement Officer.
10. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District with a copy of your certificate.
11. **Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this IFB shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
12. **Packaging & Delivery:** All Shipments shall be F.O.B to the District locations specified in the purchase order. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.
13. **Payment and Performance Bond:** If awarded, you have ten (10) days to submit a payment bond satisfactory to the District, executed by a surety company meeting the criteria set forth below, or otherwise secured in a manner satisfactory to the District, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to one hundred percent (100%) of the contract price.

The successful Proposer shall furnish within ten (10) calendar days, after written notice is issued indicating proposal acceptance, a performance bond. Contractor shall provide and bear the burden of the cost of the performance bond. The bond shall represent one hundred percent (100%) of the total proposal sum. The bond shall be issued by a Surety Company licensed in the State of South Carolina, with an "A" minimum rating of performance as listed in the current publication of "Best's Key Rating Guide, Property Liability", which shall indicate a financial strength rating of at least five (5) times the total proposal sum. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the proposal bond.

The contractor must provide a cashier's check (made payable to the Spartanburg School District Seven) in the full amount of the payment and performance bonds or may provide, and pay the cost of, payment and performance bonds in the form AIA Document A311 "PERFORMANCE BOND AND LABOR AND MATERIALS BOND". Each bond shall be in the full amount of the Contract Sum, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of: Best Key Rating Guide, Property Liability", which shows a financial strength rating of at least five (5) times the contract price. (NOT APPLICABLE)

14. **Quality of Product:** (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this IFB shall be new and of first quality.
15. **Right to Protest:** Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Officer within fifteen (15) days of the date of issuance of the IFB or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue.

Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Procurement Officer within fifteen (15) days

of the date the notification of award is posted. This shall not apply to small purchases (under \$50,000 in actual or potential value).

16. **Save Harmless:** (This clause does not apply to solicitations for service requirements). The successful proposer shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Proposer's use of material furnished to the Proposer by the District.
17. **Termination:** Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.
 - a) **Termination for Convenience:** In the event that this contract is terminated or cancelled 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 provisions, 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.
 - c) **Termination for Non-appropriations:** Should any contract formed hereunder be funded from District appropriations and, in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the District shall immediately notify proposer of such occurrence, but the District shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

3. INTRODUCTION:

Spartanburg School District Seven is a small urban school district in the heart of Upstate South Carolina. The average student enrollment in the past three years is 7,300. The District employs 1,200 employees. Additional basic information about the District is posted on the District’s website: www.spartanburg7.org.

4. SCOPE:

Spartanburg School District Seven, hereafter referred to as the “District”, is accepting sealed bids for their used Phones in accordance to the requirements in this solicitation.

The Buyer is responsible for pickup, packaging, and loading of equipment. Buyer is responsible for providing all equipment needed for pickup. The equipment must be picked up thirty (30) calendar days from the date that this bid is awarded.

5. SPECIFICATIONS:

The following is a list of phones the District will be offering for disposal. Some of the phones may or may not be in working condition. Some phones have broken screens, water damaged and other pieces and parts damaged.

Phones and iPads could still be locked and all have not been erased. Phones and iPads have assorted sizes and color. The District carrier is Verizon. Memory size varies but will probably be the smallest size available for the models shown. Some have Verizon SIM cards and some do not. All do not have cables, chargers or headsets.

<u>Model</u>	<u>Quantity</u>
A1522 (iPhone 6 Plus)	1
A1687 (iPhone 6 Plus)	1
A1429 (iPhone 5)	2
A1532 (iPhone 5c)	31
A1533 (iPhone 5s)	109
A1549 (iPhone 6s)	6
A1688 (iPhone 6s)	82
A1660 (iPhone 7)	42
A1661 (iPhone 7 Plus)	1
A1662 (iPhone SE)	9
A1416 (iPad 3 rd Gen. 32GB)	1
A1416 (iPad 3 rd Gen. 64GB)	1
A1395 (iPad 2 16GB)	3
A1458 (iPad 4 th Gen.)	1
A1455 (iPad 1 st Gen.)	4
C781 (Casio GzOne Ravine ²)	110
E4520PT1 (Dura XV+ Kyocera)	96
E4610 (Dura XV _{LTE} Kyocera)	5
SCH-U680	1
RCD21IN Blackberry	1
LG-V5660V	1
SCH-U650	1

H98XAH6JR5AN Motorola I335	8
VX100005 LG Voyager	1
VX5400	1
E4255 Kyocera Duramax	1
7730L Novatel Wireless Mifi	1
Verizon 4G LTE Jetpack (Pantech)	2
MIFI5510L Verizon Jetpack (Mifi)	3
AirCard791L Verizon Jetpack	2
Lt7033 Klü by Curtis	1

6. SPECIAL CONDITIONS:

1. The total bid price for each shall include a 7% S.C. sales tax. The tax will be added at the end of the bid sheet.
2. Terms of Sale: All items sold “As Is”, Where Is”, No warranty.
3. Signed certification that all devices have been wiped clean of any information will need to be submitted to the District once this has been completed.

7. PICKUP:

The equipment needs to be picked up from:
Kim Parham
Spartanburg School District Seven
717 Union Street
Spartanburg, SC 29306

8. AWARD:

Award shall be made to the bidder that the District determines to be most advantageous.

9. PROPOSED PROCUREMENT SCHEDULE:

The *anticipated* procurement schedule is listed below:

Task	Date
Issue Request for Bids	9/23/2020
Deadline for Questions	9/30/2020 at 10:00 am EST
Bid Due Date/Time	10/7/2020 at 10:00 am EST

10. INSTRUCTIONS TO BIDDERS/PROPOSERS:

1. The District requires that one (1) original bid, marked “original” and (1) copy marked “copy” be submitted to the Procurement Office no later than the deadline specified to receive bids. Any bids received after the scheduled deadline will be disqualified immediately in accordance with the District’s policy.
2. *The attached Bid Certification, Bid/Quote Form, and Pages 1-3* should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror’s bid, or if an Offeror’s bid fails to conform to the requirements of this solicitation, the District may elect to reject the bid.
3. **Bid must be in a sealed envelope and have clearly marked on the envelope:**

**Contractor/Vendor Name/Individual
Address
IFB # 20-21-2
Sale of Surplus Used iPhones**

11. NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose bid is determined to be the most advantageous to the District. However, the right is reserved to reject any and all, or portions of bids received, and in all cases, the District will be the sole judge as to whether an Offeror’s bid has or has not satisfactorily met the requirements of the IFB. The District is not required to furnish a statement of the reason(s) why a bid was not deemed to be the most advantageous nor will it be required to furnish any information regarding the IFB. The award to the successful proposer regarding this solicitation will be posted at 610 Dupre Drive, Spartanburg, SC 29307 and/or www.spartanburg7.org.

Thank you for your interest in meeting our district’s needs. We look forward to receiving your bid.

Regards,

Pamela Phillips, *Procurement Officer*

Attachments Below:

**Solicitation # 20-21-2
Sale of Surplus Used Phones and iPads**

BID OF: _____
(Vendor/Contractor/Individual)

<u>Quantity</u>	<u>Description</u>	<u>Bid Price per phone</u>	<u>Quantity X Bid Price Total</u>
1	A1687 (iPhone 6 Plus)	\$	\$
1	A1522 (iPhone 6 Plus)	\$	\$
31	A1532 (iPhone 5c)	\$	\$
109	A1533 (iPhone 5s)	\$	\$
2	A1429 (iPhone 5)	\$	\$
6	A1549 (iPhone 6s)	\$	\$
82	A1688 (iPhone 6s)	\$	\$
42	A1660 (iPhone 7)	\$	\$
1	A1661 (iPhone 7 Plus)	\$	\$
9	A1662 (iPhone SE)	\$	\$
1	A1416 (iPad 3 rd Gen. 32GB)	\$	\$
1	A1416 (iPad 3 rd Gen. 64GB)	\$	\$
3	A1395 (iPad 2 16GB)	\$	\$
1	A1458 (iPad 4 th Gen.)	\$	\$
4	A1455 (iPad 1 st Gen.)	\$	\$
110	C781 (Casio GzOne Ravine ²)	\$	\$
96	E4520PT1 (Dura XV+ Kyocera)	\$	\$
5	E4610 (Dura XV _{LTE} Kyocera)	\$	\$
1	SCH-U680	\$	\$
1	RCD21IN Blackberry	\$	\$
1	LG-V5660V	\$	\$
1	SCH-U650	\$	\$
8	H98XAH6JR5AN Motorola I335	\$	\$
1	VX100005 LG Voyager	\$	\$
1	VX5400	\$	\$
1	E4255 Kyocera Duramax	\$	\$
1	7730L Novatel Wireless Mifi	\$	\$
1	Verizon 4G LTE Jetpack (Pantech)	\$	\$
2	Verizon 4G LTE Jetpack (Pantech)	\$	\$
3	MIFI5510L Verizon Jetpack (Mifi)	\$	\$
2	AirCard791L Verizon Jetpack	\$	\$
1	Lt7033 Klü by Curtis		
	Tax 7%		
	Base Bid Total	\$	\$

Proposed Pick Up Date of Equipment: _____

BID CERTIFICATION

IFB 20-21-2

OFFEROR'S NAME: _____

As an authorized representative of the Bidder, I hereby certify that the costs and services stated in this proposal are accurate and binding for not less than ninety (90) calendar days from the solicitation due date. All costs and charges are accurate and complete as stated in the proposal and are inclusive of all costs the District is expected to pay. If an award is not made within ninety (90) calendar days, it shall be incumbent upon the Bidder to notify the District, in writing, if it does not want its proposal further considered. Failure to notify the District shall mean that the bid remains valid until an award is made or the solicitation is cancelled.

I further certify that the Bidder will deliver the service(s) and/or material(s) as required by the Invitation for Bid. No additional costs or payments to any entity, including the Bidder, shall be requested of the District due to any miscalculation, deficiency or other cause later discovered.

I certify that the Bidder has availed itself of every opportunity to understand the Invitation for Bid, the District's Procurement Code and Regulations and other pertinent District policy.

By submission of a bid/proposal, I certify that the Bidder has read and understands all of the requirements and conditions of the Invitation for Bid and shall be bound by such without exception. Therefore, the undersigned respectfully submits the bid.

Name of Business/Firm

Name of Authorized Representative

Title Signature

Date _____ Telephone/Fax Number _____

Email Address

Note: It is required that this Bid Certification form be completed and returned unaltered.

MINORITY PARTICIPATION - Voluntary Minority Participation

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoep.state.sc.us/osmba/>

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
- ✓ 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 QUOTATION:

- ✓ **Cover Page**
- ✓ **Page Two**
- ✓ **Page Three**
- ✓ **Bidding Schedule**
- ✓ **Minority Participation form if applicable**
- ✓ **Spec Sheets & Descriptive Literature if applicable**
- ✓ **Any other forms requested**