

Solicitation Type: Solicitation Number Date Issued Procurement Specialist Phone E-Mail Address

Address

Request for Quote 2223-01 7/25/2022 B. Maurice Jackson, CPPB (843) 488-6929

<u>mjackson@horrycountyschools.net</u> HCS, Procurement Office

Mailing: Physical:

PO Box 260005 335 Four Mile Road Conway, SC 29528 Conway, SC 29526

Description: Print and Deliver Parent Student Publications

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL (preferred): Vendor Registry

SUBMIT OFFER BY (Opening Date/Time): 8/8/2022 / 2:00 p.m. (EST)

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING. FOB Destination, Freight Prepaid and included to:

Horry County Schools, 335 Four Mile Rd., Conway, SC 29526

Please quote your lowest delivered price of the below listed items. The Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities.

- 1. If an item cannot be furnished, indicate by NO QUOTE
- 2. All quotes must be signed by the Offeror's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
- 3. No South Carolina sales tax will be paid on freight or labor.
- 4. Do not include any sales or use taxes in your price that the District may be required to pay.
- 5. The attached *Terms and Conditions* apply to all quotes and supersedes Vendor's Terms and Conditions.
- 6. Offers may be submitted to the Procurement Specialist via <u>Vendor Registry</u>, fax to (843)488-6945 or email <u>mjackson@horrycountyschools.net</u>

BIDDING SCHEDULE

Item	Quantity	Unit of Measure	Unit Price	Exte	nded Price
1	50,000	Ea			
Item Description: Prinand / or specifications a		the Parent Student Publication TAXES FROM PRICE	ns to include part A , B	and C, complying with t	ne enclosed description
Question			Mandatory/ Optional	Multiple Responses Accepted?	Response
	code, section 11-35-15. e information. For a FA	24(c)(1)(i)&(ii) and section II.B AQ on these preferences,	Optional	No	Yes

please see www.procurement.sc.gov/preferences SC/US End-Product pref. Section 11-35-1524 and section II.B. Optional Nο Yes, I & VII.B of this solicitation. am claiming SC End Select SC End Product preference if product is made, manufactured Product or grown in SC. Preference Select US End Product if product is made, manufactured or grown in the Yes, I am claiming US End Select "No", if not claiming a preference. Product

Item	Quantity	Unit of Measure	Unit Price	,	Ex	tended Price	e
2	55,000	Ea					
		lly the Parent Student Publication litions. *OMIT TAXES FROM PR		A, Band C, o	complying with	the enclose	d
Question			Mandatory/ Optional	Res	Multiple Response Responses Accepted?		nse
Are you requesting the SC Resident Vendor preference?			Optional		No	Van	
See the SC procurement code, section 11-35-1524(c)(1)(i)&(ii) and section II.B of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences					-	Yes No	
SC/US End-Product pref. Section 11-35-1524 and section II.B & VII.B of this solicitation.			Optional		No _	Yes, I a	ind
Select SC End Productor grown in SC.			-	Yes, I a	m		
Select US End Produc US.				Product Prefe			
Select "No", if not claiming a preference.					-	No, I an Claiming Eithe Preference	
			xpayer ID /SSN:				
Phone Number:		Fax Number:	Email Address:		S:		
Mailing Address:	ss: City:		State: Zip:				
SC Minority Certi	fication Number (if ap	oplicable)	-				
(after receipt of p		ate Days ARO es □ No SC Tax Registra		lor's Discoun	t Terms:	%	_Days
	TENT OF AMENDMEN		пон # (п аррпса		mend. Issue	Amend.	Amend.
Offeror acknowledges receipt of amendments by indicating amendment date of issue. See "Amendments to Solicitation" Provision			number and its	#	Date	#	Issue Date
available to in-state the South Carolina BE CLAIMED AND CAREFULLY REVI REQUEST A PREF REQUESTING A PI PREFERENCES - A provided below. An (11-35-1524(C)(1)(i are claiming the Re In-State Office	vendors, vendors using it Code of Laws. A summar ARE APPLIED BY LINE EW THE STATUTE BEFERENCE, YOU ARE CEREFERENCE CAN HAVIADDRESS AND PHONE in-state office is necessatil). Accordingly, you must sident Subcontractor Prese Address same as Home		s selling in-state or e at www.procuren IER AWARD IS M. CES. THE REQUIF JALIFIES FOR TH -35-1524(E)(4)&(6 vide the address ar or Preference (11-	US end product nent.sc.gov/prefe ADE BY ITEM C REMENTS TO C (IE PREFERENC (I))] nd phone numbe (35-1524(C)(1)(i)	us. This law apperences . ALL COR LOT. VENDO DUALIFY HAVE CE YOU'VE CLA DEFORMATION OF THE PROPERTY OF THE PRO	ears in Section THE PREFER ORS ARE CA CHANGED. I AIMED. IMPRO ate office in the sident Contract	n 11-35-1524 c ENCES MUST UTIONED TO F YOU OPERLY e space etor Preference

<u>ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:</u> The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

SCOPE OF WORK: It is the intent of the Horry County Schools Office of Procurement to solicit bids from qualified vendors to print and deliver the 2022-23 Parent Student Handbook/Policy Guide and Student Calendars on an annual basis in accordance with all the requirements stated herein. Bid is contingent upon a one-year contract and should include separate quotes based I quantities of 50K and 55K. Bid price shall not contain S.C. Sales Tax. The District will add South Carolina Sales Tax to individual purchase orders.



MINIMUM SALIENT REQUIREMENTS: Contractor shall provide a 3-part guide with the following specifications.

Part A: Parent Student Guide

- Finished size: 8.5"w x 11.0"h (flat size: 17"w x 11"h) sheet fed or will accept bids for 8.375"w x 10.875"h web offset. Indicate on bid schedule in the Question/Response section which option you are offering.
- Pages total 16, including cover. Indicate on the bid schedule the unit price for additional text pages in the Question/Response section.
- Print (Front and Back) 4 Color with bleed
- Cover and text will print on an 80 lb. Gusto Satin text weight stock or equivalent
- Binding shall be saddle stitched



Note: Photo above depicts the center spread of Part A with Part B (below) singled stitched into center spine.

Part B: Student Policy Guide

- Finished size: 8.5"w x 11.0"h (flat size: 17"w x 11"h) sheet fed or will accept bids for 8.375"w x 10.875"h web offset. Indicate on bid schedule in the Question/Response section which option you are offering.
- Pages total 20 including cover. Indicate on the bid schedule the unit price for additional text pages in the Question/Response section.
- Print 1 Color (black) front and back no bleeds.
- Cover and text will print on a 60 lb. white offset or equivalent
- Binding shall be saddled stitched
- Part B will then need to be singled stitched into the center of Part A for easy removal, as shown below.



Part C: 2/C Student Calendar (printed one side)

• Finished size: 8.5"w x 14"h

• Prints 2 Colors – black plus PMS 312

• Paper stock: 70 lb. white offset or equivalent

• Calendars to be **folded and inserted into the center** of Part B

• Provide separate line item cost to print an additional 3,000 calendars to be packaged/delivered flat

PROOFS: Digital is acceptable, hard copy is preferred.



PACKAGING: Shall be shrink wrapped in quantities of 50 per package.

INFORMATION TO SUBMIT WITH OFFER: Include with your offer a print production schedule to meet required September 16, 2022, delivery date.

DELIVERY DATE – SPECIFIED: Delivery shall be no later than September 16, 2022 unless otherwise approved by District Administration. Contractor may request approval to deliver items prior to the delivery date.

DELIVERY TIME - SPECIFIED: Delivery shall be scheduled between 9:00 am and 4:00 pm.

DELIVERY/PERFORMANCE LOCATION – SPECIFIED: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: Horry County Schools, 335 Four Mile Rd., Conway, SC 29526

GENERAL CONDITIONS

<u>DEFAULT:</u> In case or default by the Contractor, Horry County Schools 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 Contractor 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 Horry County Schools 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 Section 11-35-45 of the South Carolina Consolidated 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 of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.

Unit prices will govern over extended prices unless otherwise stated.

Horry County Schools shall not consider payment discounts in the award of this contract when such discounts are for thirty (30) 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 District'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 Section 11-35-1550 (b)of the South Carolina Consolidated Procurement Code.

The District reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the District reserves the right to reject any quotation in which the delivery time 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 contractor assumes sole responsibility and shall hold harmless Horry County Schools, its Board of Education, 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 Contractor, its Board, employees and agents under this agreement. Horry County Schools 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 Horry County Schools, its Board, 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.

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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 Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor 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.

AWARD CRITERIA - BIDS: Award will be made to the lowest responsible and responsive bidder(s).

AWARD BY ITEM OR LOT: Award will be made by individual items and/or complete lot(s).

<u>DEADLINE FOR SUBMISSION OF OFFER:</u> Any offer received after the Procurement Officer of the governmental body or his 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 governmental body's mail room which services that purchasing office prior to the opening.

<u>HIPAA LAW:</u> 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 Horry County Schools may require to ensure compliance.

ON-LINE BIDDING INSTRUCTIONS: (a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY." (b) Steps for On-Line Bidding 1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer. 2. Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you. 3. Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. Offers with a status of "saved" have not been received. If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or cservice@vendorregistry.com. The Procurement Office is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.

<u>OPEN TRADE REPRESENTATION</u>: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<u>TERMINATION</u>: Subject to the provisions below, the contract may be terminated for any reason by the District providing a thirty-day advance notice in writing is given to the contractor.

<u>TERMINATION FOR CAUSE</u>: 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-day advance notice requirement is waived and the default provision in this bid shall apply.

<u>TERMINATION FOR CONVENIENCE</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the District may negotiate reasonable termination costs, if applicable.

<u>VENDOR REGISTRATION MANDATORY:</u> The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <u>Vendor Registry</u>. Once registered, suppliers must keep their information current.

<u>VENDOR REGISTRATION ADDITIONAL-AWARDED VENDOR:</u> The District requires the awarded vendor to complete the following forms in order to begin working with the District. The vendor application form can be found here: <u>Vendor Application</u>

SPECIAL CONDITIONS

<u>IMPORTANT</u>— Please Note - Contractors, 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.

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<u>LICENSES</u>, <u>PERMITS</u>, <u>INSURANCE</u>: All costs for required licenses, permits and insurance shall be borne by the Contractor. Horry County Schools 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.

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

PREFERENCES - A NOTICE TO VENDORS (SEP 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TOCAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES.THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST APREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) & (6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must --at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

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SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

<u>TAXES:</u> Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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FOR OFFERORS TO SUBMIT

minority business.)

MINORITY PARTICIPATION (JAN 2006) Is the bidder a South Carolina Certified Minority Business? Yes No Is the bidder a Minority Business certified by another governmental entity? Yes Nο 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? Yes No Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes 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? Yes 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

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