

**Dee Norton Lowcountry Children’s Center, Inc. (DBA Dee Norton Child Advocacy Center)  
Invitation for Competitive Sealed Bids**

Solicitation Number: K#19-11, Videoconferencing Equipment  
 Date Issued: Wednesday, September 11, 2019  
 Deadline to Submit Bid: Wednesday, September 18, 2019 at 1:30 PM  
 Opening Date: Wednesday, September 18, 2019 at 2 PM  
 Procurement Coordinator: Anna Shaw  
 Phone: 843-723-3600  
 E-mail address: [ashaw@deenortoncenter.org](mailto:ashaw@deenortoncenter.org)

DESCRIPTION: Videoconferencing Equipment

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

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:  
 Dee Norton Child Advocacy Center  
 Attn: Anna Shaw  
 677 Long Point Road  
 Mt. Pleasant, SC 29464

SUBMIT OFFER BY: (See “Deadline for Submission of Offer” provision)  
 QUESTIONS MUST BE RECEIVED BY: (See “Questions from Offerors” provision)  
 NUMBER OF COPIES TO BE SUBMITTED: One (1) marked Original  
 Conference Type: N/A                      Location: N/A

AWARD & AMENDMENTS:	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="https://deenortoncenter.org/about/bids-and-contracts/">https://deenortoncenter.org/about/bids-and-contracts/</a> . <b>It is the responsibility of the offeror to check for amendments.</b>	
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)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.	
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO.  (See “Taxpayer Identification Number” provision.)	
TITLE  (Business Title of Person Signing Above)	DATE SIGNED	STATE OF INCORPORATION
OFFEROR’S TYPE OF ENTITY: (Check one)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate Entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)
<input type="checkbox"/> Small (15 employees or less)	<input type="checkbox"/> Woman-Owned	<input type="checkbox"/> Minority

**PAGE TWO**

**(Return Page Two with Your Offer)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <p>_____</p> <p>Area Code - Number - Extension                      Facsimile</p> <p>_____</p> <p>E-mail Address</p>
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<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>_____ Payment Address same as Home Office Address</p> <p>_____ Payment Address same as Notice Address      <b>(check only one)</b></p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>_____ Order Address same as Home Office Address</p> <p>_____ Order Address same as Notice Address      <b>(check only one)</b></p>
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**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p><b>DISCOUNT FOR PROMPT PAYMENT</b>          (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
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**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](http://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 TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, 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)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

  
  
  
  
  
  
  
  
  
  

\_\_\_\_\_ In-State Office Address same as Home Office Address

\_\_\_\_\_ In-State Office Address same as Notice Address      (check only one)

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work/ Specifications
- IV. Qualifications
- V. Award Criteria
- VI. Terms and Conditions
  - A. General
  - B. Special

## **I. SCOPE OF SOLICITATION**

**ACQUIRE SUPPLIES / EQUIPMENT:** The purpose of this solicitation is to acquire two new independent videoconferencing systems for a Children’s Advocacy Center expansion.

## **II. INSTRUCTIONS TO OFFERORS**

### **A. General Instructions**

DEFINITIONS, CAPITALIZATION, AND HEADINGS CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

**AMENDMENT** means a document issued to supplement the original solicitation document.

**BUSINESS** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

**CENTER** means the Dee Norton Child Advocacy Center.

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

**CONTRACT MODIFICATION** means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

**CONTRACTOR** means the Offeror receiving an award as a result of this solicitation.

**COVER PAGE** means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

**OFFER** means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

**OFFEROR** means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

**PAGE TWO** means the second page of the original solicitation, which is labeled Page Two.

**PROCUREMENT OFFICER** means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

**YOU and YOUR** means Offeror.

**SOLICITATION** means this document, including all its parts, attachments, and any Amendments. **STATE** means the Using Governmental Unit(s) identified on the Cover Page.

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the Work.

**US or WE** means the Dee Norton Child Advocacy Center.

**WORK** means all labor, materials, equipment, and services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

**AMENDMENTS TO SOLICITATION** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments: <https://deenortoncenter.org/about/bids-and-contracts/>. (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

**AUTHORIZED AGENT** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only official authorized to bind us with regard to this procurement or the resulting contract.

**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.

**BID / PROPOSAL AS OFFER TO CONTRACT** By submitting the Dee Norton Child Advocacy Center a signed Bid and/or Proposal, you are offering to enter into a contract with us and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. **THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH US PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES.** 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.

**ENTERING INTO CONTRACT** The Dee Norton Child Advocacy Center shall not enter into or sign any agreement, contract or other document that conflicts in any way with the Center’s Policies and Procedures and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the Center to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the Center or are not in the best interest of the Center shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the Center’s CEO.

**BID ACCEPTANCE PERIOD** In compliance with the quotation, and subject to all conditions thereof, the signed offers and agrees, if this quotation is accepted within 30 days from date of closing, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

**BID IN ENGLISH & DOLLARS** Offers submitted in response to this solicitation shall be in the English language and in US dollars.

**BID FORMS** Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm’s name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY**

**RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. Mandatory for all solicitations.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS** (a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-(i) Offeror and/or any of its Principals-(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;(B) Have not, within a three-year period preceding this offer, 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 (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity. (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was

placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the Center, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**COMPLETION OF FORMS / CORRECTION OF ERRORS** All prices and notation 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 prior to the bid opening.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the Center may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**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 Center's attention. See clause entitled "Questions from Offerors."  
[02-2A070-2]

**IRAN DIVESTMENT ACT - CERTIFICATION** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Center to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**OFFICE CLOSINGS** If an emergency or unanticipated event interrupts normal Center processes so that offers cannot be received at the Center's office designated for receipt of bids 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 Center processes resume. In lieu of

an automatic extension, an Amendment may be issued to reschedule bid opening. If the Center's office is 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:

<http://scemd.org/index.php/department/response/severe-winter-weather>

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

**PROHIBITED COMMUNICATIONS AND DONATIONS** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, all communications must be solely with the Procurement Officer. You must not communicate, directly or indirectly, with Dee Norton employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.. [R. 19-445.2010]

**PROTEST** Right to Protest under Article 17 Section 4210.1.4 of the SSD Procurement Code states the rights and remedies granted by subsection 4210.1.1 and Section 4410.1.2 are not available for contracts with an actual or potential value of less than fifty thousand dollars. Protests to contracts valued over fifty thousand dollars (\$50,000) must be made within ten (10) days of issuing the Intent to Award Notice, which will be posted at: <https://deenortoncenter.org/about/bids-and-contracts/>.

**PUBLIC OPENING** Offers will be publicly opened at the date/time as specified on the Cover Page, or last Amendment, whichever is applicable. All public bid openings will be held at 1061 King Street in the board or conference room (front desk staff will direct anyone who attends). A public opening shall not be held for procurements less than \$50,000.

**QUESTIONS FROM OFFERORS** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than four (4) days prior to opening unless otherwise an earlier date is 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 Center 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. [See R. 19-445.2140]

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

**RESPONSIVENESS / IMPROPER OFFERS** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.



(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the Center cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

(d) Unbalanced Bidding. The Center may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Center even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**SIGNING YOUR OFFER** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

**SUBMITTING YOUR OFFER OR MODIFICATION** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) – (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) Each Offeror must submit the number of copies indicated on the Cover Page. (c) 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. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**WITHDRAWAL OR CORRECTION OF OFFER** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **B. Special Instructions:**

**CLARIFICATION** Pursuant to Section 1520(8), 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. [Section 11-35-1520(8); R.19-445.2080].

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER** After award, all deliveries shall be made and all services provided to the location specified on the Dee Norton Child Advocacy Center purchase order.

**DISCUSSION WITH BIDDERS** After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be afforded that opportunity.

**MAIL PICKUP** The Center's staff picks up all mail from the US Postal Service once daily around noon (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

**PREFERENCES - A NOTICE TO VENDORS** 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](http://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 TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, 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)]

**PREFERENCES - SC/US END-PRODUCT** 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.

**PREFERENCES - RESIDENT VENDOR PREFERENCE** To qualify for the RVP, you must maintain an office in South Carolina. An office is a non-mobile 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).

**SHIPPING/HANDLING/FREIGHT** Bid shall include all charges for delivery packing, crating, containers, etc.

**UNIT PRICES REQUIRED** Unit price shall be shown for each item.

**SCHEDULE & ACTIVITIES** Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

EVENT	DATES
Issuance of Invitation to Bid	Wednesday, September 11, 2019
Pre-Bid Conference	N/A
Deadline for Questions	Friday, September 13, 2019
Issue Responses to Question (estimate)	On or before September 16, 5:00pm
Deadline to Submit Bid	Wednesday, September 18, 2019 at 1:30 PM
Opening of Bids	Wednesday, September 18, 2019 at 2:00 PM
Issuance of Intent to Award Notice (estimate)	Thursday, September 19, 2019

### III. SCOPE OF WORK/SPECIFICATIONS

#### 3.1 GENERAL

It is the intent of Dee Norton Child Advocacy Center to seek competitive bids for the purpose of establishing a source for the equipment, supplies, and/or services as specified in 3.2. Product Specifications.

#### 3.2 PRODUCT SPECIFICATIONS

**Bids are to include delivery, assembly (if required), and installation, with a delivery and installation date guaranteed to be no later than 2 weeks after the order is placed.** Bids will specify brand and fabric to be purchased if bidder selected.

Delivery address is 1061 King Street, Charleston, SC 29403.

Dee Norton needs two independent videoconferencing systems. Dee Norton has a large conference room that can be split in two, so the system should be able to work in each smaller room separately and simultaneously, well as in the larger conference room set up. The other system will be a in a smaller meeting room with one camera and one display screen.

In the larger room, the system must allow for displaying the same content on both screens and the option of displaying content on one screen and video on the other.

Systems should integrate seamlessly with existing Cisco system located at another site.

Systems must be HIPPA compliant.

Systems must be installed and invoiced by September 30, 2019.

All equipment must be new.

### **Technical Specifications:**

Control Unit receiver

4 Wireless mic array and speaker combo that can be installed in floor conduits

4 wide angle intelligent video cameras with speaker track technology

2 AV control systems

1 DSP controlling 2 rooms

2 60" 4K Commercial display monitor

2 40" 4K Commercial display monitor

4 Commercial mounts low profile

2 wireless keyboards

Installation and Training

Necessary cables/connectors

3 year warranty on all products

1 year warranty on Labor/Installations

## **IV. QUALIFICATIONS**

**QUALIFICATIONS OF OFFEROR:** Bids will be accepted from Offerors who are regularly established in the business called for, and who, in the judgment of the Center, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

## **V. AWARD CRITERIA**

AWARD will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to the Center. Award will be made to one vendor on an all or none basis; therefore, pricing must be provided for all items to be considered for award. In the event no one vendor can supply all the components required, the Center reserves the right to select and award on any individual item or group basis.

## **VI. TERMS AND CONDITIONS**

### **A. General**

**AFFIRMATIVE ACTION** The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

**ASSIGNMENT** No purchase order or its provisions may be assigned, sublet, or transferred without the written consent of the Center.

**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 Center. This notification shall be furnished within five (5) days of this initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, and a listing of all Center 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 Center upon the contractor's insolvency, including filing of proceedings in bankruptcy.

**COMPLIANCE WITH LAWS** During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**COMPLIANCE WITH STATUTES** During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACT ADMINISTRATION** Questions or problems arising after award of this contract shall be directed to the Procurement Official at 1061 King Street, Charleston, SC 29403.

**CONTRACTOR PERSONNEL** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE** The Center will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**DISCUSSION WITH BIDDERS** Discussion may be conducted with apparent responsive bidders for the purpose clarification to assure full understanding of the requirements of the invitation for bids.

**EQUAL OPPORTUNITY** Contractor is referred to and shall comply with all applicable provisions, in any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.74, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5 (a), which are hereby incorporated by reference.

**FORCE MAJEURE** 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 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 for 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 required delivery schedule.

## **INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Dee Norton Child Advocacy Center, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall

not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

**ITEM SUBSTITUTION** (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the Center without permission from the Procurement Official.

**LIENS AND ENCUMBRANCES** The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the Center.

**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 or any such licenses, permits and /or inspections required by the Center, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**NON INTERFERENCE** In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the Center under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the Center will have the right to deal directly with the other supplier without penalty or interference from Contractor.

**OPEN TRADE** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**ORDER OF PRECEDENCE** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

**PAYMENT FOR GOODS AND SERVICES** Payment for goods and services received by the Center shall be processed in accordance with the Center's Policies and Procedures. A purchase order will be issued and must be referenced on all invoices presented for payment.

**PUBLICITY RELEASES** Contractor 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 user.

**PURCHASE ORDERS** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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 provisions qualifies as a purchase order.

**PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation, at 1061 King Street, Charleston, SC 29403.

**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 bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

**REJECTION** The Center reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the Center.

**RESTRICTIONS/LIMITATIONS** No purchases are to be made from this purchase order for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this purchase order.

**RISK OF LOSS** The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

**SOUTH CAROLINA GOVERNING LAW CLAUSE** The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Executive Director in accordance with the Center's policies and procedures, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this

paragraph, the term “agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**SUBCONTRACTORS** Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

**TERMINATION** Subject to the conditions below, the Center providing a 30-day advance notice in writing is given to the vendor may terminate the purchase order for any reason.

**NON-APPROPRIATIONS** Any purchase order entered into by the Center resulting from this bid invitation 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.

**FOR CONVENIENCE** In the event that this purchase order is terminated or canceled upon request and for the convenience of the Center without the required thirty (30) days advance written notice, then the Center may negotiate reasonable termination costs, if applicable.

**FOR CAUSE** Termination by the Center for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

**DEFAULT** In case of default by the vendor, the Center reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

## **B. Special**

**BID SUBMITTAL** The Center shall receive all bids by no later than Wednesday, September 18, 2019 at 1:30 PM.

**Required:** Clearly mark the outside of the envelope, box, or package with the following:

### **K#19-11, Videoconferencing Equipment**

**Hand deliver/Mail by deadline to:**

Dee Norton Child Advocacy Center  
Attn: Anna Shaw  
677 Long Point Road  
Mt. Pleasant, SC 29464

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Center is not responsible for any delays caused by the Bidders chosen means of proposal delivery. **Bidder failure to meet the proposal due date and time shall result in rejection of the bid. Faxed and/or emailed bids are not acceptable.**

**COST OF DELIVERY** Prices are to include shipping/delivery to the location designated on the purchase order or specified by Center staff.

**DEFECTIVE GOODS** Successful bidder agrees to pay for return shipment of goods that arrive in a defective or inoperable condition. Offeror must agree to arrange for return shipment of damaged goods.



**DELIVERY TIME** Delivery will be within 2 weeks of Purchase Order date. Exceptions should be listed by the offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the Center's purchase order may result in cancellation of that purchase order.

**INSTALLATION** The installation of all items shall be performed in pursuant to this solicitation.

**DISCONTINUED PRODUCTS** In the event that a product or model is discontinued by the manufacturer, the contractor may substitute a new product or model if the replacement product meets or exceeds the performance of the discontinued model and if the discount from manufacturer list price is the same or greater than the discontinued model.

**RESTOCKING FEES** If a product(s) is returned to the contractor in original packaging within thirty (30) workdays after Acceptance, no restocking fee will be charged. If products are returned to the contractor after thirty (30) workdays of Acceptance, then a restocking fee of up to but not exceeding ten percent (10%) of the unit cost may be charged to the agency.

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the Center may terminate your contract for cause and you may be debarred. In addition, you shall pay to the Center an amount equal to twice the difference between the price paid by the Center and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)].

**SUPPLEMENTAL MATERIALS** If requested, bidders must provide the most current illustrated catalog data sheets with manufacturer's printed specifications.

**UNAVAILABLE ITEMS** In the event that a product or model is unavailable for delivery by the specified time frame, the bidder may offer to substitute an alternative product or model if the replacement product meets or exceeds the performance of the unavailable model and if the discount from the manufacturer is the same or greater than the discounted model. The Center must approve all substitutions prior to order fulfillment. The Center has the right to cancel orders due to inadequate substitutions or reject orders if substitutions were made without Center approval.

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

**End of Section**