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INVITATION FOR BIDS (IFB)

SOLICITATION #WIOA2019-01

**Technology Equipment & Installation
SC Works Trident**

January 11, 2019

**Invitation for Bids
Solicitation #WIOA2019-01**

**Technology Equipment & Installation
for SC Works Trident**

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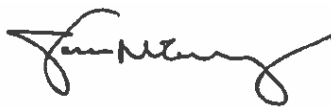
Invitation for Bids from qualified companies will be received by the Berkeley Charleston Dorchester Council of Governments (BCDCOG), 1362 McMillan Avenue, Suite 100, North Charleston, SC 29405 **for Technology Equipment (Computers, Monitors, Tablets) for SC Works Trident:**

- **SC Works Charleston:** 1930 Hanahan Rd., North Charleston, SC 29406
- **SC Works Berkeley:** 305 Heatley St., Moncks Corner, SC 29461
- **SC Works Dorchester:** 1325-A Boone Hill Rd., Summerville, SC 29483

Bids will be received until **3:00 P.M., local time, February 01, 2019**, after which time will be publicly opened and read.

This solicitation does not commit Berkeley Charleston Dorchester Council of Governments (BCDCOG) to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. Berkeley Charleston Dorchester Council of Governments (BCDCOG) reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interests of Berkeley Charleston Dorchester Council of Governments (BCDCOG) to do so.

Sincerely,



Jason M. McGarry
Procurement/Contracts Administrator
BCD Council of Governments

*Note: The deadline shown above 3:00 P.M on **Thursday February 01, 2019** is extremely important. The completed bid must have been physically received on or prior to that deadline. If you plan to have your bid delivered other than by personal delivery, please remember that even though the bid may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.*

DESCRIPTION: **Technology Equipment for SC Works Trident**

SUBMIT OFFER BY (Opening Date/Time): **February 01, 2019 by 3:00 PM**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **January 22, 2019 by 3:00 PM**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and One (1) Copy.

You must submit a signed copy of this form with Your Offer. By signing, 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. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>	<p>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.</p>
<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE</p> <p>(Business title of person signing above)</p>	<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME</p> <p>(Printed name of person signing above)</p>	<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship
 Partnership
 Other _____

Corporate entity (not tax-exempt)
 Corporation (tax-exempt)
 Government entity (federal, state, or local)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p>	<p>NOTICE ADDRESS (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> <p>_____</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>_____ Payment Address same as Home Office Address</p>	<p>ORDER ADDRESS (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>
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<input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Notice Address (check only one)
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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

INTRODUCTION

The Berkeley Charleston Dorchester Council of Governments (BCDCOG) is seeking qualified companies to provide Technology Equipment for SC Works Trident located at the addresses above.

BACKGROUND

Berkeley Charleston Dorchester Council of Governments (BCDCOG) provides workforce innovation and opportunities (WIOA) act programs within the Berkeley Charleston Dorchester region. Berkeley Charleston Dorchester Council of Governments (BCDCOG) is funded, in part, by DOL and SCDEW. Berkeley Charleston Dorchester Council of Governments (BCDCOG) is subject to the regulations of the U.S. Department of Labor (DOL), South Carolina Department of Employment and Workforce (SCDEW), and federal, state and local laws.

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, February 01, 2019**, after which time will be publicly opened and read. Bidders are invited to attend the opening of this Bid at the time stated above.

B. TIME/TERM OF AGREEMENT:

Bidder shall work with BCDCOG staff to prepare a delivery schedule that is mutually acceptable. Upon acceptance, a Notice to Proceed will be issued.

The Bidder expressly acknowledges that time is of the essence in completion of each facility and that the time limits and dates are critical components of the Agreement. Bidder warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within the time limits, including time for likely delays caused by weather or from other sources. Successful bidder will not be compensated for any delays, obstructions or hindrances beyond the time set forth herein. Successful Bidder’s only remedy for delays, obstructions, or hindrances may be an extension of time to perform the Services, granted solely at the reasonable discretion for Berkeley Charleston Dorchester Council of Governments (BCDCOG).

C. SCOPE OF SERVICES

Below is a list of the types of products we are seeking and the quantity of each.

Bidders may offer alternate computers and monitors (such as other brands or models). Technical specifications must meet or be better than the listed products.

Item #	Item Name	Quantity	Item Description/Minimum Requirements
1	Desktop Computer	45	Intel Core i5-7500, Windows 10 Operating System, 8GB Memory, 256 GB SATA Class Solid State Hard Drive
2	Desktop Monitor	45	24" Screen LED
3	Tablet	3	Apple Ipad Pro A12X Bionic Chip 64GB - Space Gray
4	Installation		Per hour cost needed with total amount of hours.

GENERAL TERMS & CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal. Any bids received after the scheduled deadline on the opening date and time listed herein will be immediately disqualified in accordance with BCDCOG policies.
- B. Mailed or hand-delivered Bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to BCDCOG, 1362 McMillan Ave, Suite 100, North Charleston, SC 29405. Failure to do so may result in premature opening of, or a failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete name, address, and Bid Number
- C. Bids may be withdrawn by written request received from the Respondent prior to the set time for opening of the Bids, but not thereafter.
- D. Bidders shall promptly notify BCDCOG in writing no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the bid Documents.
- E. Bidders requiring clarification or interpretation to the Bid Document shall make a written request which shall reach BCDCOG no later than the last date and time for submittal of written questions.

- F. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks in the bid Form shall be considered cause for rejection of a bid.
- G. BCDCOG seeks a single, qualified company to be responsible for completion of the Work described herein (although BCDCOG reserves the option to award portions of the project to multiple bidders if such is to the advantage of BCDCOG). Therefore, any one bid submitted by more than one company will be deemed to be a Bid for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to BCDCOG.

The bid must be unconditional. Bids which do not meet the requirements of the IFB or that do not include all required and properly completed and approved forms and certifications, may be considered non-responsive, unless otherwise stated herein, and may be rejected.
- H. All bids and supporting materials (including all data, material, and documentation originated and prepared for BCDCOG pursuant to this IFB and including correspondence relating to this IFB) shall, upon delivery to BCDCOG, become the property of BCDCOG.

2. BIDDER REPRESENTATIONS

Each Bidder by making a Bid represents that:

- A. The Bidder has read and understands this Invitation for Bids (including all Specifications and Attachments) and that his Bid is made in accordance therewith.
- B. The Bidder has reviewed the Invitation for Bids, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The Bid is based on the terms, materials, systems and equipment required by this Invitation for Bids, without exception.
- D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the contract, will do so in a professional, timely manner using successful Bidder's best skill and attention.

3. AWARD OF CONTRACT

- A. Award of contract will be made to that responsive and responsible bidder(s) whose Bid, conforming to the Invitation for Bids, is most advantageous to BCDCOG. Time limits, price and other factors will be considered. BCDCOG reserves the right to grant multiple awards for the completion of this project if no one Bidder can accommodate the entire project by the identified deadline date.

- B. BCDCOG may, when in its best interest, reject any or all Bids or waive technicalities or informalities in any Bids received.
- C. BCDCOG shall be the sole judge of the suitability of the items or services to be provided pursuant to this Invitation for Bids.

4. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of their Bid by a written Notice of Award of Contract. Successful Bidder shall not undertake any work, and BCDCOG will not be responsible for payment for any work whatsoever undertaken by Bidder prior to issuance of the Notice to Proceed.

5. INSURANCE & BONDING REQUIREMENTS

The successful Bidder(s) shall, at its expense, procure and keep in force during the entire terms of the agreement, public liability and property damage liability insurance protecting BCDCOG, SC Works Trident, its Board, officers, employees and agents as well as the Bidder and its employees. Deductibles shall be identified in the Bid. All deductible payments are the responsibility of the Bidder(s). BCDCOG reserves the right to approve the deductible levels.

<u>Worker's Compensation</u>	<u>Statutory Amount</u>
Comprehensive General Liability	\$1,000,000 Combined Single Limit, per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 General Aggregate Limit
Comprehensive Auto Liability	\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

Deductibles and/or self-insured retention must be identified within Bid. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days written notice to the successful Bidder(s) and BCDCOG. The successful Bidder(s) shall provide BCDCOG with evidence of Workers' Compensation coverage in the amount required by law.

6. ASSIGNMENT

The successful Bidder shall not assign in whole or in part their duties under this Contract without the prior written consent of BCDCOG. The successful Bidder shall not assign any money due or to become due to him under this Contract without the prior written consent of BCDCOG.

7. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to BCDCOG a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B. The Bidder shall not substitute other subcontractors without the written consent of BCDCOG

- C. Successful Bidder shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time BCDCOG determines that any subcontractor is incompetent or undesirable, BCDCOG shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this Invitation for Bids shall create any contractual relationship between any subcontractor and BCDCOG.

8. WAIVER

By submission of its Bid, the Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the Bid for errors and omissions; that the prices and costs stated in its Bid are correct and as intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

Confidential Information subject to the requirements of Section 30-4-10, et. seq., Code of Laws of South Carolina, 1976, as amended, commercial or financial information obtained in response to this IFB which is privileged and confidential pursuant to S.C. Code Ann. '11-35-410 will not be disclosed. All Bidders, therefore, must visibly mark as "**CONFIDENTIAL**" each specific part of their Bid which such Bidders consider to contain privileged and confidential information.

Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and visibly markings "**EXEMPT FROM FREEDOM OF INFORMATION ACT**" each specific part of their Bid which Bidder deems to be so exempt. Bidders shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories of matters that may be exempt from disclosure as set forth in the Freedom of Information Act. BCDCOG reserves the right to determine whether the information should be exempt from disclosure. No action may be brought against BCDCOG or its agents for its determination in this regard. BCDCOG hereby disclaims any responsibility for not disclosing information identified by any Bidder as confidential or exempt from Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "confidential" or "exempt from Freedom of Information Act."

Bidders should not simply mark the entire bid as confidential or exempt from the Freedom of Information Act. Doing so will result in BCDCOG's making an independent determination of confidentiality or exemption.

BCDCOG hereby disclaims any responsibility for any information which is disclosed as a result of such independent determination of confidentiality or exemption necessitated by the Bidder's failure to properly follow this section.

9. **COMPLIANCE WITH LEGAL REQUIREMENT**

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the S.C. Department of Revenue) shall be binding upon the successful Bidder throughout the pendency of this Project. The successful Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold BCDCOG harmless and indemnify same in the event of non-compliance as set forth in the Contract.

10. **CONTROLLING LAW**

Any contract arising from this Invitation for Bids shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said contract shall, if litigation is necessary, be litigated only in a non-jury hearing in the Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina.

11. **INCORPORATION BY REFERENCE**

The contents of this Invitation for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.

13. **NON-DISCRIMINATION**

The successful Bidder shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

12. **DRUG -FREE WORKPLACE**

Successful Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).

13. **RESERVED RIGHTS/LIMITATION OF FUNDING**

All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased or not granted, BCDCOG reserves the right to terminate any IFB, any contract awarded hereunder or modifies any contract or this IFB accordingly. BCDCOG makes no representations that any contract will be awarded to any Bidder responding to this IFB.

- BCDCOG reserves the right to waive any minor irregularities in any and all Bids.
- BCDCOG reserves the right to reject all Bids and re-solicit or cancel this procurement if deemed by BCDCOG to be in its best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Bidder based upon the initial Bid or on the basis of a best and final offer without conducting oral interviews.

14. PROHIBITED INTEREST

No member, officer, employee of BCDCOG, or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

15. TAXES

The Bidder should be aware that S.C. Code Ann. ' 12-8-550 requires withholding of a percentage of payments made to certain nonresidents conducting business in South Carolina. (Inquiries concerning Section 12-8-540 and 12-8-550 should be addressed to Withholding Section, South Carolina Tax commission, P.O. Box 125, Columbia, South Carolina, 29214 {telephone: (803)737-4804}.

16. LABOR PROVISIONS

South Carolina is a Right-to-Work state. The successful Bidder shall be responsible for compliance with all applicable requirements of 49 USC '5333(b).

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary for Technology Equipment & Installation at SC Works Trident

BID PRICES:

Item #	Item Name	Quantity	Item Description/Minimum Requirements	Price
1	Desktop Computer	45	Intel Core i5-7500, Windows 10 Operating System, 8GB Memory, 256 GB SATA Class Solid State Hard Drive	\$ _____
2	Desktop Monitor	45	24" Screen LED	\$ _____
3	Tablet	3	Apple Ipad Pro A12X Bionic Chip 64GB - Space Gray	\$ _____
4	Installation		Per hour cost needed with total amount of hours.	\$ _____ Hours _____

Respectfully submitted this __01__ day of __February__ 2019.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____