

FRANCIS MARION UNIVERSITY Best Value Bid	Solicitation Number	BVB-2017
	Date Issued	04/30/09
	Procurement Officer	Ronald P. Flowers
	Phone	843.661.1161
	E-Mail Address	Rflowers@fmarion.edu

DESCRIPTION: Furnish IBM i5 520 ISERIES disaster recovery services.

SUBMIT OFFER BY (Opening Date/Time): **May 19, 2009 2:00 pm**

QUESTIONS: See "**Questions From Offerors**" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and two (2) copies**

SUBMIT YOUR OFFER TO:

Mail:

Francis Marion University
Purchasing Office – BVB-2017
PO Box 100547
Florence, SC 29501-0547

Express:

Francis Marion University
Purchasing Office – BVB-2017
4622 E. Palmetto Street
Florence, SC 29506

AWARD & AMENDMENTS	This solicitation, and any amendments will be posted at the following website: http://www.fmarion.edu/about/solicitationsandawards
--------------------	---

NAME OF OFFEROR(Full legal name of business submitting the offer)	
AUTHORIZED SIGNATURE	
(Person signing must be authorized to submit binding offer.)	
Business title of person signing above	
Printed name of person signing above	Date

SITE VISIT – Highly recommended

In order to allow providers a clear understanding of requirements of this contract, a site visit will be made available. If you choose to attend, bring a copy of this solicitation with you. To schedule, contact Mr. Robin Moore - Director of Campus Application and Data Services at 843.661.1646

BID SCHEDULE

State your price for one year of services as specified herein: \$ _____

MBE Status	SC Resident Vendor Status (SEE PAGE SIX)
Are you a Certified Minority Vendor (MBE) <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, Please provide certification number: _____	The signature below certifies that I qualify as a South Carolina Resident Vendor _____

SPECIFICATIONS / SCOPE OF WORK

Francis Marion University currently uses an **IBM i5 520** for the keying and collection of Data. Our intent is to establish a Disaster Recovery Company for the following required system and configuration:

IBM i5 520 ISERIES system or compatible OS/400 V5R4 or compatible

Configured with at a minimum, the following requirements:

- A. 700 Batch/processor CPW available to interactive
- B. 1gb OF memory
- C. 150 GB of internal disk
- D. 1 Ethernet Adapter
- E. 1 AS/400 Console desktop PC with client access and Furnished work station with phone internet and data wiring connectivity
- F. 6262 or compatible AS400 Line Printer
- G. IBM 3580 H11 or compatible LTO tape drive connected to AS400

The contractor must offer multiple platform recovery in the event of system loss or system change. In this case the contract may need to change according to the Main system for keying and collection of data at Francis Marion University. Pricing must be submitted for one year, billable yearly. There will be four one-year options to extend available. Any request for a pricing increase, not to exceed 5% must be requested in writing 30 days in advance and must be approved by the university. There will be no charges to the university for recovery services for 30 days after contractor equipment is placed in service. The yearly fee will be all inclusive (ex: testing once per year, assistance, usage, setup etc.).

The maximum term of the contract will be July 1, 2009 – June 30, 2014

Minimum Contractor Requirements

The contractor must:

- Possess the ability to provide use of recovery facilities as follows, with Francis Marion University determining which type of service would be required:
 1. Company Networked System - The **ISERIES** setup and loaded with the above configuration Less than 300 miles from FMU within 2 hours of reported disaster.
 2. Mobile Networked System - The **ISERIES** setup and loaded with the above configuration brought to Francis Marion University desired location in a mobile unit with in 48 hours of reported disaster.
 3. Shipped Networked System - The **ISERIES** setup and loaded with the above configuration Shipped to FMU desired location within 48 hours of reported disaster.
- Conduct a one-time onsite Recovery Workshop for a minimum of 2 university employees, of adequate length to fully explain the disaster recovery process and procedures for implementation.
- Provide reasonable assistance to Francis Marion University in reviewing and updating a written Disaster Recovery Plan.
- Perform a Recovery Facilities TEST, AT LEAST ONCE EACH YEAR with Francis Marion University determining which of the following form of test service to use:
 1. Company System - The **ISERIES** setup and loaded with the above configuration Less than 300 miles from Francis Marion University within 1 Month of requested Test.

2. Networked System - The **ISERIES** setup and loaded with the above configuration able to connect and use at Francis Marion University desired location within one month of requested Test.

ADDITIONAL INFORMATION

The university has established that company capabilities and experience are critical factors in award, and therefore issues this solicitation as a “Best Value Bid”. Those criteria will be used as indicated on the bid schedule and requested information must be included in your bid response or your bid may be determined to be non-responsive. Submitted information will be subjectively evaluated and considered as a 40% factor in making award.

IMPORTANT

With your bid reply, include your responses to the following questions. Be advised that some of the evaluation committee may not be familiar with technical jargon; therefore, you should answer in a concise, clearly written format.

1. Attest to your compliance with the **Minimum Contractor Requirements** listed above.
2. Give an overview of your company. Detail your company’s experience in providing the services described herein.
3. What do you feel makes your company our best choice as a service provider?
4. List a **minimum of five** examples of successful instances of disaster recovery your company has accomplished similar to, or in excess of the scope of services described herein. Include:
 - Date of services
 - A description of services performed
 - Current contact name and phone number who may be called for reference.
5. List any instances of unsuccessful disaster recovery efforts your company has been involved in.
6. Submit any other information you believe would assist us in our determination. .
7. State your price for **one year** of service on the cover page.

IMPORTANT REMINDER

SUBMIT ONE ORIGINAL AND TWO COMPLETE COPIES OF YOUR RESPONSES. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.

INSTRUCTIONS TO OFFERORS – GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the web site listed on the cover page of this document for the issuance of Amendments (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

CODE OF LAWS AVAILABLE (JANUARY 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/codereg/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) 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 bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) 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. Failure to do so will be at the Offeror's risk.

ETHICS ACT (JANUARY 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. 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. (b) The State 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.

REJECTION/CANCELLATION (JANUARY 2006) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(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. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which 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 State 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 Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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 State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

SIGNING YOUR OFFER (JANUARY 2006) 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 venturer 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 has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) 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. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

DISCUSSIONS WITH BIDDERS (JANUARY 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

UNIT PRICES REQUIRED (JANUARY 2006): Unit price to be shown for each item.

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

AWARD CRITERIA – BIDS (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

TERMS AND CONDITIONS

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

CHOICE-OF-LAW (JANUARY 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISPUTES (JANUARY 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.

Contractor 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. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JANUARY 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION (JANUARY 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JANUARY 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERM OF CONTRACT – TERMINATION BY THE UNIVERSITY University may terminate the contract for convenience at any time by giving the contractor thirty (30) days notice in writing.

PRICING IS VALUED AT 60% OF AWARD. Enter your best prices on the cover page.

RESIDENT VENDOR PREFERENCE - EXPLANATION

Procurement Preference for South Carolina Vendors and Products: A preference will be provided to vendors who are residents of South Carolina with the following meaning:

Resident Vendor: A vendor is considered to be a resident of this State if the vendor is:

- a. an individual, partnership, association, or corporation that is authorized to transact business within the State,
- b. maintains an office in the State,
- c. maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on bid price, but not to exceed the amount of the contract, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and
- d. has paid all assessed taxes.

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE **NONRESIDENT**
TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

I-312
 (Rev. 5/7/04)
 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

- 1. Name of Nonresident Taxpayer: _____
- 2. Trade Name, if applicable (Doing Business As): _____
- 3. Mailing Address: _____
- 4. Federal Identification Number: _____
- 5. Hiring or Contracting with: _____
- Name: _____
- Address: _____
- Receiving Rentals or Royalties From: _____
- Name: _____
- Address: _____
- Beneficiary of Trusts and Estates: _____
- Name: _____
- Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with

(check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date

If Corporate officer state title: _____

 (Name - Please Print)

Mail to: The company or individual you are contracting with _____