



Francis Marion University

Amendment 1

Solicitation Number: RFQ-2043
Date Issued: November 17, 2009
Procurement Officer: Velma C. Simmons
Phone: 843.661.1161
Mail Address: vsimmons@fmarion.edu

DESCRIPTION: Furnish Francis Marion University Police Department Tasers Devices with Attachments and Accessories.

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: November 23, 2009 2:00 p.m. local time.

NUMBER OF COPIES TO BE SUBMITTED: One original.

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

FRANCIS MARION UNIVERSITY
PURCHASING OFFICE
PO BOX 100547
FLORENCE, S.C. 29501-0547

PHYSICAL ADDRESS:

FRANCIS MARION UNIVERSITY
CENTRAL RECEIVING DEPARTMENT
4822 E. PALMETTO STREET
FLORENCE, S.C. 29506

See "Submitting Your Offer" provision

SITE VISIT: N/A	LOCATION: N/A
See "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following website: http://www.fmarion.edu/about/solicitationsandawards Award will be posted on or about 11/24/2009.
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
<small>(See "Signing Your Offer" provision.)</small>	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO.?	PHONE NUMBER: FAX NUMBER:

MBE Status

IMPORTANT: SC Resident Vendor Status

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 _____ (see quotation schedule)
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AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov. (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.

On page 5- Specifications have been modified.

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PROVISIONS CLAUSES

AMENDMENTS TO SOLICITATION (AUG 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:. (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.

BID / PROPOSAL AS OFFER TO CONTRACT (AUG 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (AUG 2004)

In order to withdraw Your Offer after the period specified on the Cover Page, You must notify the Procurement Officer in writing.

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004)

Any offer received after the procurement officer of the governmental body of 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)]

DUTY TO INQUIRE (AUG 2004)

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.

PUBLIC OPENING (AUG 2004)

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 (AUG 2004)

(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. 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 (AUG 2004)

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.]

WITHDRAWAL OR CORRECTION OF OFFER (AUG 2004)

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.

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the state to indemnify anyone.

DEFAULT:

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

NON-APPROPRIATIONS:

Any contract entered into by the state resulting from the 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.

CONTRACT ADMINISTRATION:

Questions or problems arising after award to this contract shall be directed to the Purchasing Office, Francis Marion University.

FORCE MAJURE:

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.

SAVE HARMLESS:

(This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and all state officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the state if such patent, trade mark, or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the state.

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.

S.C. LAW CLAUSE:

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in with state, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the state.

ASSIGNMENT:

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the university.

CONTRACT AMENDMENTS:

Amendments to any contract(s) resulting from this solicitation must be in writing.

PAYMENT FOR GOODS & SERVICES:

Payment for goods and services received by the state shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

GENERAL CONTRACT CLAUSES

FORCE MAJURE:

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.

S.C. LAW CLAUSE:

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina.

TERMINATION:

Subject to the conditions below, the contract may be terminated for any reason by the university providing a 30-day advance notice in writing is given to the contractor.

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

FOR CAUSE – Termination by the state for cause, default or negligence on the part of the contractor shall be excluded from the foregoing condition; termination costs, if any, shall not apply.

BY THE CONTRACTOR – The contractor may terminate this agreement sixty days prior to each anniversary date.

ASSIGNMENT:

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the university.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:

The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning “Protection of human health and the environment.” Any contractor doing business with the state will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to “The hazard communication standard” Osha CFR 1910.1200 (SCRR Article 1, 71-1910.1200).

By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

SCOPE OF WORK

Francis Marion University is seeking a qualified provider for Taser International devices with attachments and accessories for use by the FMU Police Department, as listed on page five. Please submit your best prices on the following page and return by the time and date stated above.

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SPECIFICATIONS

RFQ-2043

Award will be made to the lowest responsive/responsible bidder with the lowest **total** price. **DO NOT INCLUDE SALES TAX IN YOUR PRICE.**

Please list below your best prices to provide the following:

<u>Equipment</u>	<u>Quantity</u>	<u>Cost Each</u>	<u>Quoted Price</u>
1.) Taser X-26E with Standard Digital Power Magazine or equivalent	14	\$ _____	\$ _____
2.) Blade Tech RH Holsters for X-26	14	\$ _____	\$ _____
3.) Tasercam X26 units or equivalent	14	\$ _____	\$ _____
4.) Both Audio and Video Documentation of the use of the Device or equivalent	14	\$ _____	\$ _____
5.) Dual cartridge Pouches	14	\$ _____	\$ _____
6.) 21 Foot Duty Type Cartridges	75	\$ _____	\$ _____
7.) 15 Foot Training Cartridge	1	\$ _____	\$ _____
8.) Taser X26 USB Data Port and Download Software / Adaptor or equivalent	1	\$ _____	\$ _____
9.) Taser Cleaning & Maintenance Kits	2	\$ _____	\$ _____

Shipping: \$ _____

Total: \$ _____

NAME OF COMPANY _____ AUTHORIZED SIGNATURE _____

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE: A VENDOR IS CONSIDERED TO BE A RESIDENT VENDOR OF THIS STATE IF THAT VENDOR IS AN INDIVIDUAL, PARTNERSHIP, ASSOCIATION, OR CORPORATION AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE, MAINTAINS AN OFFICE IN SOUTH CAROLINA AT THE LOCATION LISTED ON THE COVER PAGE, AND MAINTAINS AN INVENTORY AT THE TIME OF BID HAVING A MINIMUM OF \$10,000 OR MORE OR IS A MANUFACTURER WHICH IS HEADQUARTERED AND HAS AT LEAST A 10 MILLION DOLLAR PAYROLL IN S.C. AND HAS PAID ALL ASSESSED TAXES. (RE: SECTION 11-35-1520 (9) (E) OF THE S.C CONSOLIDATED PROCUREMENT CODE. IN ORDER TO MAKE CLAIM FOR THIS PREFERENCE IN AWARD OF THIS QUOTE, THE PERSON SIGNING THE QUOTE **MUST** ATTEST TO THAT PREFERENCE BELOW.

S.C. RESIDENT VENDOR YES _____ NO _____

SC/US MADE, MANUFACTURED, OR GROWN END PRODUCT PREFERENCE: BY SIGNING THE QUOTE AND CHECKING SPACES BELOW THE VENDOR CERTIFIES THAT END PRODUCT(S) ARE EITHER MADE, MANUFACTURED, OR GROWN IN S.C. OR OTHER STATES IN THE U.S.

This product is a: U.S. _____ S.C. _____ end product.

****Attention Vendor – ARRA Funded Project****

Funding for this contract has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA) and is subject to operational requirements of ARRA.

Francis Marion University reserves the right to add or delete terms and conditions to this Contract as may be required by revisions and additions to or changes in the requirements, regulations and laws governing the American Recovery and Reinvestment Act of 2009 (ARRA) funds.

Full text of the Act is available at: <http://fdsys.gpo.gov/fdsys/pkg/BILLS-111hr1ENR/pdf/BILLS-111hr1ENR.pdf>

This contract includes attached “Supplemental Terms and Conditions for Contracts Funded in Whole or in Part with Moneys from The American Recovery and Reinvestment Act of 2009 (ARRA).”

Supplemental Terms and Conditions for Contracts Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA)

Accessibility to Records and project Sites:

Pursuant to Sections 902 and 1515(a) of ARRA, The Comptroller General of the United States and his representatives or an Inspector General or any representative of an Inspector General has the authority to: (1) Examine any records of the contractor or any subcontractors that directly pertain to and involve transactions relating to this contract; and (2) interview any officer or employee of contractor or any subcontractor regarding such transactions.

Equal Opportunity:

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

Whistleblower Protections Under ARRA:

Whistleblower Protections Under The American Recovery And Reinvestment Act of 2009 (Mar 2009)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

The United States Recovery Accountability and Transparency Board has posted a Whistleblower Poster on line at the following URL:

<http://www.recovery.gov/sites/default/files/Whistleblower+Poster.pdf>

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. 6/26/01)
 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.

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

If Corporate officer state title: _____

 (Name - Please Print)