

	Dorchester School District Two Request for Proposal	Solicitation Number: 2425-002 Date: August 29, 2024 Procurement Official: Ashley Cash, CPPB Phone: (843)695-5398 E-Mail Address: ascash@dorchester2.k12.sc.us	
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DESCRIPTION: **Districtwide Radios and Body Cameras**

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

SUBMIT OFFER BY **September 18, 2024 by 2:00 PM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **September 5, 2024 by 5:00 PM** See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: See the Requirements in Section IV. **INFORMATION FOR OFFERORS TO SUBMIT**

Offers MUST be submitted in a sealed package. Solicitation Number MUST appear on package exterior.

SUBMIT A SEALED OFFER TO:
RFP # 2425-002
Dorchester School District Two
815 South Main Street
Summerville, SC 29483
Attention: Ashley Cash, Procurement Officer
See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A CONFERENCE DATE & TIME:	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on or before September 24, 2024 . This solicitation, and any amendments will be posted at the DD2 Solicitation and Awards page. It is the responsibility of the offeror to check this website for amendments and notices.
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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 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)	OFFEROR'S TYPE OF ENTITY: (Choose one) <input type="checkbox"/> Small (15 employees or less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	

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	(If offeror is a corporation, identify the state of Incorporation.)
TAXPAYER IDENTIFICATION NO.	

COVER PAGE DD2

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Area Code</td> <td style="width:20%;">Number</td> <td style="width:20%;">Extension</td> <td style="width:45%;">Facsimile</td> </tr> </table>	Area Code	Number	Extension	Facsimile
Area Code	Number	Extension	Facsimile		
	E-mail Address				

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

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

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please include a copy of your certification.

End of Page Two

Solicitation Outline

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD — ESTIMATED: Start date: October 1, 2024. End date: September 30, 2029. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. Instructions to Offerors

A. 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 District's [Solicitation and Awards](#) page, (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.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of one hundred thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

BID IN ENGLISH & DOLLARS Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

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.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting the District a **signed Bid and/or Proposal, you are offering to enter into a contract with Dorchester School District Two 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 THE DISTRICT 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 District shall not enter into, or sign, any agreement, contract or other document that conflicts in any way with the District's Policies and Procedures, Procurement Code and Regulations, and General Terms and Conditions as well as the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District 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 District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Procurement Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.**

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Dorchester School District Two pursuant to the Dorchester School District Two Procurement Code. Any purchase orders awarded as a result of this procurement are between the Vendor and the District. The Board is not a party to such purchase orders, unless and to the extent that the Board is a using District unit, and bears no liability for any party's losses arising out of or relating in any way to the purchase order.

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 a 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 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 purpose of this certification, means Officials; 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 Official 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), Offeror 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 Official may render the Offeror non-responsive. (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 District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Dorchester School District Two Procurement Code is available [here](#).

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).

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, DD2, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 (JUL 2023) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the District may withhold award. Before withholding award on these grounds, the District will notify you of the concerns and provide a reasonable opportunity for you to respond. The District may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the District will rely when considering your offer for award.

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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Dorchester School District Two Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **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.
8. **District** - means Dorchester School District Two, or DD2.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **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."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.
16. **Work** - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

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.

ETHICS ACT 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 8-13-790m (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 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

GOVERNING TERMS AND CONDITIONS Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted DD2 Terms and Conditions by the submittal of a bid or proposal.

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

NOTICES All contact should be directed to the Procurement Officer listed on the cover page. No company should contact District staff directly. All questions should be directed in writing to Procurement Officer via the email provided on the cover page. Answers to any questions submitted will be communicated to all companies via a posted solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District 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 District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

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

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C.

PROPOSER'S QUALIFICATIONS Offers shall be considered only from qualified firms who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Business Official within the time provided. See clause entitled "Protest- Chief Financial Officer". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. The rights and remedies mentioned above are not available for contracts with an actual or potential value of up to fifty thousand dollars.[02-2A085-2]

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, you must not communicate, directly or indirectly, with any District employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. No prices will be divulged at opening.

QUESTIONS FROM OFFERORS All questions must be emailed to the Procurement Officer at the address provided on the cover page of this document, (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions 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 a written 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 District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, 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. (c) Offerors must not contact any employee of the District for additional information relating to this RFP. (d) Questions will be responded to in the form of an Amendment or Addendum to the RFP and posted to DD2's [Solicitation and Awards](#) page.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District 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 District 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 District 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 District 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 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 any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

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.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked “TRADE SECRET” or “CONFIDENTIAL” or “PROTECTED”, (2) agrees that any information not marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror’s marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “PROTECTED”. By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.) To facilitate the protection of confidential information, a USB containing a PDF version of the Original proposal and a Redacted copy must be submitted with the solicitation response.

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.

TAXES Do not include any taxes in the bid price shown that the District may be required to pay. Upon submission of a bid, the Procurement Official will compute appropriate sales/use tax to the bids when applicable (service/labor excluded) to determine the low bidder. This procedure is required by SC Tax Commission Sales and Use Tax Regulation 117-174-95.

TERM OF CONTRACT: It is the intent of the District to award a multi-term contract to one, or multiple offerors for the initial contract period, to begin on award date and end one year later. The contract may be extended by mutual agreement of both parties for an additional four (4) years, in single year increments. Additionally, at the recommendation of Procurement Officer, a contract may be extended beyond the initial cumulative five (5) year period, for an additional two (2) years, with the approval of the DD2 Board of Education.

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

BOARD APPROVAL REQUIRED: Any award is subject to prior approval by the DD2 Board.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified on the Dorchester School District Two purchase order, or notice to proceed.

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 accorded that opportunity.

OPENING PROPOSALS – PRICES NOT DIVULGED: In competitive sealed proposals, prices will not be divulged at opening.

SCHEDULE OF 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 Request for Proposal	08/29/2024
Deadline for Questions	09/05/2024 by 5:00 pm
Issue Responses to Questions (anticipated)	09/11/2024
Deadline to Submit Proposal	09/18/2024 by 2:00 pm
Issue Notice of Award Statement (anticipated)	09/24/2024

III. SCOPE OF WORK

ABOUT DORCHESTER SCHOOL DISTRICT TWO

Dorchester School District Two currently serves more than 26,000 students. Our District has 15 elementary schools, seven (7) middle schools, three (3) high schools and Alternative and Adult Education programs currently serving the suburban community of Summerville, SC. In addition to these schools, the District operates an Administrative Office as well as other miscellaneous departments to include Facilities, Special Services, Transportation, and Educational Technology Services.

The main goals of this RFP are:

- Create and maintain a cohesive, turnkey, fully interoperable radio communication system that operates on a unified frequency.
- Update legacy equipment; including reprogramming currently deployed compatible stock.
- Implement an online, accessible work order system that can provide data for system performance monitoring and life cycle projection.
- Obtain a consistent 24-hour response time for service calls and a one hour response time for systemwide outages.

**for the purposes of this contract, turnkey shall be defined as “provision of a complete product or service that is ready for immediate and continual use.”*

Offerors are advised that the District reserves the right to reject, based on the procurement official’s sole determination, any Proposal that does not fully conform to the requirements of this RFP and does not clearly demonstrate the Offeror’s capability of providing all the equipment, services, support, and work required herein. An Offeror’s past performance with this District will be heavily considered during proposal evaluations. Offerors with an unsatisfactory performance record with the District may be disqualified outright from this process for responsibility reasons. Offers (proposals) that do not provide all of the information requested herein may be disqualified outright from this process for being non-responsive. The contract resulting from this solicitation will be performance based, and annual contract renewals will be contingent upon satisfactory performance.

3.1 MINIMUM SPECIFICATIONS

- a) All equipment must be new.
- b) All equipment must include a minimum of three (3) years of full warranty coverage.
- c) Radio communication system equipment components must match all models included herein, refer to Attachments C & D for a complete list and inventory.
- d) Handheld devices must have 12 hours of battery life on a single charge.
- e) FCC Licenses must be included and maintained on behalf of the District.
- f) Communication interoperability must be capable of transmission and reception from all DD2 facilities and locations.
- g) Equipment must be delivered and installed to all DD2 facilities and locations; there is no centralized warehouse or delivery location.
- h) The successful Offeror must maintain a minimum stock level of 15% of all District devices at their location that can be used to fulfill replacement or supplemental orders, as needed.

3.2 DELIVERY & INSTALLATION SERVICES

For all projects for the District, particularly those involving newly constructed & renovated spaces, or school-wide replacements, time is of the essence when it comes to equipment delivery and installation. Delays or deviations from the anticipated schedule shall be reported immediately to all parties involved.

Prior to delivery of ordered equipment, Offerors shall provide detailed delivery schedules and lead installation point of contact to all parties involved, including the District administrative staff, the building administrator/principal, and construction contractors (for new schools).

Offeror's shall be solely responsible for any assembly, installation, and clean up. This includes removal and disposal of all packing materials, trash, and any other debris associated with installation or service work. For deliveries and installations or service jobs occurring over multiple days or in stages, site clean-up must occur daily at a minimum, but site activity levels may require more frequent trash disposal so the debris is not in the way of other critical building activities or programs.

Offeror's shall be responsible for diligent and effective protection of existing facilities, particularly floors, ceilings, above-ceiling equipment, roofs, walls, doors, casework, furniture, rugs, and other interior and exterior furnishings.

3.3 WARRANTY

The qualified Offeror must provide in their proposal all documentation regarding the manufacturer's warranties and/or guarantees. Equipment must be warrantied for a minimum of three (3) years.

3.4 ADDITIONAL PRODUCTS OR SERVICES

The District may elect to extend the items or services of this contract beyond those specified herein and acquire additional similar items or services provided by the awarded Contractor, on an as needed basis, provided that the Contractor is a qualified source for such products or services and pricing is determined to be reasonable and in the best interest of the District. This clause in no way implies a guarantee or minimum amount of spend.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Submit the following physical items:

- one (1) USB containing a single PDF version of the technical proposal, plus a separate, single PDF version of the cost proposal form. Please label of tag the USB with the firm's name for identification and use the firm's name at the beginning of each of the two (2) PDF file names.
- five (5) identical, bound and paginated paper copies of the Technical Proposal (proposal content requirements are outline below).
- one (1) original copy of the Cost Proposal form and the current manufacturer's price list in a Sealed Envelope marked "Cost Proposal." DO NOT PUT ANY PRICING IN YOUR TECHNICAL PROPOSAL.
- one (1) signed original of the Cover Page Form and the other required forms

Offerors are discouraged from submitting supplementary materials or from making calls upon the District after the proposals have been submitted. Failure to comply with format or content requirements may cause the proposal to be removed from further consideration.

Information presented in the RFP shall conform to the following:

- All pages must be numbered.
- Information submitted must be tabbed and organized as stated below.
- Font size must be no less than 10 point.
- Responses must be concise and sufficient in detail to provide a thorough evaluation and assessment.
- Responses must be organized into tabs as noted below.
- All sections must be included, and all information listed below must be provided.
- Technical proposals must be limited to a maximum number of pages. Refer to each tabbed section below for section page limits.

COVER PAGE Submittal Cover must include the following information:

- a. Firm's name
- b. Firm's address
- c. RFP #2425-002 and the date of submittal
- d. Completed forms, including the Cover Page and Page Two of this document, as well as any required forms included as attachments (i.e. Minority Participation Affidavit, Supplier Questionnaire, etc.)

PART I. TECHNICAL PROPOSAL

TAB 1 Executive Summary (2 pages): Provide information regarding the Offeror's general qualifications, experience, and ability to provide the equipment and services as set forth in the Scope of Work (refer to SECTION III). Include the number of years the firm has been in business and any experience with providing equipment and services of similar quantities and specifications to a school district, or other multi-facility governmental agency. **Provide documentation of the company's relationship to Motorola Solutions, including the channel partnership program level.** If the use of subcontractors is anticipated, including installers or programmers, submit the same general qualifications, experience and detail the scope of work to be completed by the subcontractor. Also include how long the firms have worked together on similar projects, and how management will ensure quality control and project coordination.

TAB 2 Organizational Chart (1 page): Include the entire organization and highlight the team proposed to work with DD2.

TAB 3 Qualification and Experience (15 pages): Include professional resumes of the proposed DD2 team outlining the relevant experience of each team member. Include a synopsis of each team member's role and responsibilities as they relate to this contract for the life of the contract. Include certifications, credentials, and other licenses that your company possesses that demonstrate your abilities and expertise with radio and communication equipment upgrades. Include any professional licenses that govern this type of work.

TAB 4 Implementation Plan (10 pages): Provide a detailed implementation plan for the systematic upgrade and continual maintenance of DD2's radio system. Include equipment lead times. Include timelines for major stages as well as anticipated impacts to building occupants during programming, delivery, installation and cutover. Include a schedule expressed as a Gantt chart commencing with contract award of this RFP to full upgrade completion. Identify any opportunities for expedition of equipment delivery or work (programming or installation) that the District may consider.

TAB 5 Project and Contract Management Capabilities (5 pages): Provide information demonstrating your company's application, tools, processes, and other aspects that result in the District's end-users having real time and accurate access to information about our radio system as the design and planning stages evolve, through delivery, installation, programming, start-up and throughout the system life cycle/performance. Provide description of your company's asset management capabilities and processes to demonstrate how this feature will assist the District with future purchases and system expansions and long term, phased acquisition strategies. Outline your company's process for handling exigent and routine service calls and provide a description of the application for placing work orders or requesting service calls.

TAB 6 Design & Programming Services (5 pages): Outline your company's typical design and programming process for a large-scale system upgrade. and discuss how the design and programming services are incorporated into your Company's overall project management. Explain what level of design and programming documentation the District will possess at the end of this upgrade project.

TAB 7 Delivery & Installation Services & Schedule (5 pages): Outline your company's typical delivery and installation process and discuss how those stages are incorporated into your Company's overall project management. The District is looking for this chronology to start at the point you receive our PO so that we have a full understanding of the various lengths of time each stage takes from there, including but not limited to order entry, manufacturer acknowledgement, delivery logistics and coordination, and critical thresholds for delivery adjustments (if, for example, a construction schedule is delayed unexpectedly). Identify the stage the project moves from the behind the scenes work between your Company and the manufacturers to the point at which the District and key players begin coordinating for the delivery and installation.

PART I. TECHNICAL PROPOSAL (CONTINUED)

TAB 8 Projected Workload (2 pages): We recognize that this is a dynamic economy, and workloads are subject to change, but provide a general workload for your company for the next 3-5 years so that the District can understand where we would fit into your overall customer hierarchy.

TAB 9 References (5 pages): Include a list of past client references that can provide insight into your company's performance on projects of a similar nature and complexity. Include names, job titles, phone numbers, email addresses, company or agency names, the project commencement and completion dates, and a brief description of the scope and value of the project or contract.

TAB 10 System Performance Measures (5 pages): Provide data-supported information demonstrating your company's ability to provide consistent and reliable system performance specifically in terms of uptime and down time. Include other performance data you believe demonstrates your company's track record.

PART II. COST PROPOSAL

In a separately sealed envelope, enclose a completed ATTACHMENT D-Cost Proposal Form. **DO NOT INCLUDE ANY COST OR PRICING INFORMATION ANYWHERE IN YOUR TECHNICAL PROPOSAL.**

PROPOSAL CONFIDENTIALITY

Any portions of the submitted proposal that are to be treated by the District as **proprietary and confidential information** must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all systems meet the requirements of this RFP.

The District reserves the right to reject any, and all, proposals or any portion of said proposals, to waive minor technicalities, and to make any and all award decisions based on the best interests of the District.

V. QUALIFICATIONS OF OFFEROR

5.1 MANDATORY MINIMUM QUALIFICATIONS

QUALIFICATIONS OF OFFEROR: Offers shall be considered only from qualified Offerors who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract.

To be eligible for award, the Offeror must demonstrate:

- (1) they are qualified in the business called for in this proposal;
- (2) provide sufficient evidence of responsibility;
- (3) meet all material requirements of this RFP; and
- (4) they meet the following special qualifications:
 - a) Offeror must be a certified Motorola Solutions Channel Partner.
 - b) Offeror must have at least five years of experience performing similar sales and service as described herein.
 - c) Offeror must be able to meet the service call times demanded herein.

The successful Offeror must have the capability in all respects to fully perform the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

5.2 SUBCONTRACTOR -- IDENTIFICATION

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "District information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

VI. EVALUATION AND AWARD

POTENTIAL AND ACTUAL PROPOSERS SHALL **NOT** CONTACT MEMBERS OF THE BOARD OF TRUSTEES OR THE DISTRICT SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.

6.1 EVALUATION OF OFFERS

- 6.1.1 **RESPONSIVENESS:** Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the sole right to consider any proposal as non-responsive based solely on its judgment and determination that the proposal does not satisfactorily meet the criteria of the proposal instructions herein or the District's Procurement Code. Only those proposals found to be responsive shall be further evaluated by an evaluation committee.
- 6.1.2 **EVALUATION CRITERIA:** Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Selection Committee. The proposals that meet the stated qualifications and submission requirements shall be ranked utilizing the stated non-cost evaluation criteria (see below).

Criteria	Points
Background, Experience, & Qualifications	15
Implementation Plan & Schedule	25
System Performance	15
Projected Workload	10
Past Performance	10
Cost	25

- 6.1.3 **COST:** After completion of evaluations and scoring on the non-cost criteria by the committee, the tabulated scores for cost shall be applied to the other scored criteria. The overall lowest total from the enclosed cost proposal form will be assigned the highest maximum points and the remainder of the proposed totals will be assigned lesser points in proportion to the lowest total cost.
- 6.1.4 **NEGOTIATIONS:** Offerors shall be ranked from highest to lowest total point scores. Negotiations shall commence with the offeror receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with an offeror, or offerors, or the District determines that no satisfactory contract can be negotiated.

6.2 CONTRACT AWARD

- 6.2.1 **AWARD TO ONE OFFERORS (JAN 2006):** Award will be made to one Offeror.
- 6.2.2 **AWARD CRITERIA – PROPOSALS (JAN 2006):** Award will be made to the highest ranked, responsive and responsible offeror, or offerors, whose offers are determined to be the most advantageous to the District.
- 6.2.3 **AWARD TO ONE OFFEROR (JAN 2006):** Award will be made to one Offeror.

6.2 CONTRACT AWARD (CONTINUED)

6.2.4 DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015): Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal.

VII. TERMS AND CONDITIONS

A. GENERAL

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

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

CHOICE-OF-LAW: 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: (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 [Article 5, Section 1530. 8], 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 District'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 District 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) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISPUTES (MAY 2024): (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 District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Dorchester 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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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.

DRUG FREE WORK PLACE CERTIFICATION: The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30).

EQUAL OPPORTUNITY: 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.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 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.

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 of 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 Governments 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 the 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 the required delivery schedule.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify defend, or pay attorney’s fees to anyone for any reason..

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used, or (4) upon posting to the location specified herein.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District 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 provision qualifies as a purchase order.

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties’ rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to
TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

B. SPECIAL

SUBMITTAL: The District shall receive all proposals **no later than 2:00 PM on September 18, 2024.**

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

**RFP No. 2425-002
Districtwide Radios and Body Cameras**

Proposals should be sent via United States Postal Service, courier service, or hand-delivered to:

**Dorchester School District Two
815 South Main Street
Summerville, SC 29483
Attention: Ashley Cash**

All Offerors are solely responsible for ensuring that their courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Offeror's chosen means of delivery. The District is not liable for misdirected submissions that are not clearly marked as stated above for proper delivery.

Any proposal received after the due date and time shall be rejected.

CONTENTS OF OFFER (RFP):

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

CHANGES:

- A. Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
- 1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
 - 2) method of shipment or packing;
 - 3) place of delivery;
 - 4) description of services to be performed;
 - 5) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - 6) place of performance of the services.
- Subparagraphs (1) to (3) apply only if supplies are furnished under this contract. Subparagraphs (4) to (6) apply only if services are performed under this contract.

CLARIFICATION: Pursuant to Article 5, Section 1530.6, 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.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR’S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker’s Compensation and/or General Liability insurance certificate to the District. Worker’s Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. **Dorchester School District Two shall be listed as Certificate Holder.**

The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit	\$1,000,000
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WORKERS COMPENSATION: State Statutory

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 day notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor’s general liability insurance policy that (i) names Dorchester School District Two (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor’s insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District’s failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor’s obligations to obtain the required insurance.

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’S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor’s performance. 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.

DAMAGES LIMITATION: Contractor’s maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor’s breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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 State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District; including design documents and drawings.

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PURCHASING CARD (JAN 2006): Contractor agrees to accept payment by District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order.

RESPONSIBILITY DETERMINATIONS Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts. The unreasonable failure of a proposer or Offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer or Offeror. Failure to provide requested information may result in rejection of a solicitation response or debarment of the proposer.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts' designated receiving site, as specified herein.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date.

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of four year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal.

TERMINATION FOR CONVENIENCE: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

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.

OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the Offeror agrees to take all necessary steps to ensure compliance with the requirements.

END OF SOLICITATION

IX. ATTACHMENTS TO SOLICITATION

- A. Offeror's Checklist
- B. Minority Participation Affidavit
- C. Device Count
- D. Cost Proposal Form

ATTACHMENT A

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Web site:

Review this checklist prior to submitting your proposal
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes
Responsiveness will be evaluated against the solicitation **not** against this checklist.
You do not need to return this checklist with your response.

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity?
(Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- _____ Traditional minority
- _____ Traditional minority, but female
- _____ Women (Caucasian females)
- _____ Hispanic minorities
- _____ Temporary certification
- _____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*