The School District Of Newberry County		Reques	t for Proposal:	OPS-IT 2015-002
Administrative Offices 3419 Main Street, Newberry, SC 29108			Date Issued:	March 5, 2015
OLDISTRIC	OLDISTRE		nent Director:	Bryan Gresham
	È		Dhonor	(803) 321-2600
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Z	ح		Fax:	(803) 321-2604
SUDMIT OFFEE DY.		E-	Mail Address:	bgresham@newberry.k12.sc.us
BERRY CON				
SUBMIT OFFER BY:	March 27, 2015 @ 2:00 Pl	M, EST	See "Deadline for S	Submission of Offer" provision
QUESTIONS MUST BE RECEIVED BY: ADDENDUM ISSUED BY:	March 20, 2015 @ 12:00 P			om Offerors" provision
ADDENDUM ISSUED BY:	March 23, 2015 @ 5:00 PM	A EST	See Questions Fro	om Offerors" provision
NUMBER OF COPIES TO BE SUBMITTED: C	One (1) <u>original </u> Four (4) o	opies ( <u>marke</u>	<u>ed</u> 'copy')	
OPS-IT 2015-002 SECURIT	Y CAMERA MAINTEN	ANCE AND	REPAIR – Dist	trict wide
Offers must be submitted in a sealed page	ckage. Solicitation Number & (	Opening Date m	ust appear on packa	age exterior.
	MAILING AND PH	YSICAL AD	DRESS:	
SUBMIT YOUR SEALED PROPOSAL				
REFERENCING SOLICITATION NUMBER DATE AND TIME OF OPENING, AND		•	•	
PROCUREMENT OFFICER'S NAME TO PO Box 718 / 3419 Main Street, Newberry, SC 29108				
THE ADDRESS AT THE RIGHT:			•	
CONFERENCE TYPE: N/A				
DATE & TIME: N/A As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site"	Visit" provisions	ON: N/A		
As appropriate, see Conferences-rie-bior roposar & Site				
AWARD/ INTENTTO AWARD BY:April 9, 2015 @ 5:00 PM	Notice of Award and/or Intent to A	Award will be pos	sted on the district we	ebsite <u>www.newberry.k12.sc.us</u>
You must submit a signed copy of this form with Your	Offer. By submitting a bid or	proposal, You a	gree to be bound b	by the terms of the Solicitation.
You agree to hold Your Offer open for a minimum of o NAME OF OFFEROR: (Full legal name of business submitting	•	endar days after	the Award Date.	
TARGE OF OFFEROR. (Full legal name of ousiness submitting	g the offer)		OFFEROR	'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE:			□ Sole Proprie	· · · · ·
			□ Corporate er	
(Person signing must be authorized to submit binding offer to enter cor	ntract on behalf of Offeror named above	ve.)	Federal ID #	
TITLE: (Business title of person signing above)				na Minority Vendor or #
PRINTED NAME: (Printed name of person signing above)	DATE SIG	NED	□ Other	
Instructions regarding Offeror's name: Any award issue				
above. An offer may be submitted by only one legal en name of a branch office or a division of a larger enti				
proprietorship, etc.				.,

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#### I. GENERAL INSTRUCTIONS TO OFFERORS

<u>ACQUIRE SERVICES</u>: The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. It is the intent of the School District of Newberry County (SDNC) to solicit proposals for an IP digital video surveillance system which may interface with and shall serve to upgrade our current analog surveillance systems at all of our District sites.

<u>AMENDMENTS TO SOLICITATION</u>: (a) The Solicitation may be amended at any time prior to submittal (b) All actual and prospective Offerors should acknowledge receipt of any amendment to this solicitation either (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. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. (d) No addenda shall be issued later than four (4) calendar days prior to the RFP submittal date except to (1) withdraw the RFP solicitation, or (2) to postpone the RFP submittal date and time. When an addendum is issued for the purposes of postponing the RFP submittal date, the addendum shall establish the new submittal date, which shall be no later than five (5) calendar days after the date of issuance of the addendum.

<u>AWARD NOTIFICATION</u>: Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

<u>BID / PROPOSAL AS OFFER TO CONTRACT</u>: By submitting Your Bid or Proposal, You are offering to enter into a contract with. The School District of Newberry County 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.

<u>BID ACCEPTANCE PERIOD</u>: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

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

#### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (1)(B) of this provision.

(D) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) If Offeror is unable to certify the representations stated in paragraph (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(5) 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 (1) 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.

(6) The certification in paragraph (1) 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 Officer may terminate the contract resulting from this solicitation for default.

<u>COMPLETION OF FORMS / CORRECTION OF ERRORS</u>: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

<u>CONTRACT</u>: The formal agreement between the District and the Provider, which incorporates all the terms and conditions stipulated in the solicitation document and in the Provider's proposal, as negotiated and approved by the District.

<u>DEADLINE FOR SUBMISSION OF OFFER</u>: Any offer received after the Procurement Officer or his/her designee has declared that the time set for submittal has arrived, shall be rejected.

<u>DEFINITIONS</u>: Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

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

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor. CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

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

DISTRICT means The School District of Newberry County as identified on the Cover Page

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments. 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.

<u>DISTRICT CLOSINGS</u>: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement 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 the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid submittal. 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.

<u>DISTRICT RIGHT</u>: In accordance with the District's Procurement Code, the District shall have the right to: (a) reject any and all proposals or any portions, thereof; (b) waive informalities and irregularities; (c) negotiate with the Offeror of the overall highest rated responsive/responsible proposal; (d) commence negotiations with the apparent second highest rated responsive/responsible Offeror if negotiations with the highest rated Offeror are unsuccessful and so on until negotiations are successful, and/or (e) accept any proposal deemed to be in the best interests of the District.

<u>DOCUMENT OWNERSHIP</u>: Ownership of all data, material and documentation originated and prepared pursuant to this RFP either at the time of submission of the offer or during the term of any resulting contract shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act.

<u>DUTY TO INQUIRE</u>: 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.

ETHICS ACT: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-715, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

<u>INFORMATION FOR OFFERORS TO SUBMIT</u>: Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

<u>PROCUREMENT AUTHORITY</u>: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the The School District of Newberry County acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the School District of Newberry County.

<u>PROCUREMENT CODE AVAILABLE</u>: The School District of Newberry County's Procurement Code is available online <u>www.newberry.k12.sc.us</u>

<u>PROTESTS</u>: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen calendar (15) days of the date of issuance of the applicable proposal document at issue. (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

<u>PROTEST – ADDRESS</u>: Any protest must be submitted in writing to Jim Suber, Assistant Superintendent of Operations and Administation, PO 718, Newberry, SC 29108.

PUBLIC OPENING: N/A for this RFP

<u>QUESTIONS FROM OFFERORS</u>: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Director Bryan Gresham <u>bgresham@newberry.k12.sc.us</u> no later than (12:00 PM, EST) of the submission date stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. All Questions will be answered via an Addendum, which will posted on the District's website, <u>www.newberry.k12.sc.us</u> on **March 23, 2015 by 5:00 pm**. Addendum must be signed and submitted with proposal.

<u>REJECTION/CANCELLATION</u>: 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) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the 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 Officer.

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(d) Unbalanced Bidding. The District may reject an Offer as nonresponsive 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.

<u>RESTRICTIONS APPLICABLE TO OFFERORS</u>: 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, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

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

<u>SUBMITTING YOUR OFFER OR MODIFICATION</u>: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages -(1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for submittal, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit an original, clearly marked, and the number of copies, clearly marked "copy", indicated on the Cover Page. (d) 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. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

<u>UNIT PRICE</u>: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

<u>WITHDRAWAL OR CORRECTION OF OFFER</u>: Offers may be withdrawn by written notice received at any time before the exact time set for submittal. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for submittal. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for submittal, 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 the District's Procurement Code Article 5 Section 1520.7.

# II. SCOPE OF WORK / SPECIFICATIONS

In order to be considered, Respondent must be able to provide the following project requirements and address them in a Scope of Work:

# 1. SCOPE OF SERVICES

1.1 Quarterly Maintenance: The Bidder shall provide the following maintenance on a quarterly basis (every 3 months):

1.1.1 Server and workstation software updates - Bidder shall install updates to servers and workstations on a quarterly basis. Bidder shall backup all server images after software updates are applied.

1.1.2 Software and firmware upgrades - Bidder shall check for available upgrades for the cameras, switches, servers, and workstations. Upgrades to the servers and workstations include the Microsoft OS, Microsoft Desktop, & Exaq. Once upgrades are identified the Bidder shall provide the School District with a quote for upgrade costs.

1.1.3 Server Preventative maintenance - Bidder shall inspect each server for free disk space, error logs, and utilization. Bidder shall physically inspect server for dirt accumulation, fan function, and all other potential environmental issues. Bidder shall provide a quarterly report detailing the findings from these inspections.

1.1.4 Camera view reviews - Bidder shall check each camera view weekly for any viewing issues such as:

- Outages (no video)
- Out of focus cameras
- Out of home position cameras
- Obstructed view by dirty or damaged lens, or dirty or damaged housing window

Bidder shall provide all findings to the School District in a report due no more than 2 weeks after completion of the review.

1.2 Semi-annual maintenance: The Bidder shall provide the following maintenance on a semi-annual basis (every 6 months):

1.2.1 Dome and camera housing cleaning - The cleaning shall include wiping the dome and/or camera housing internally and externally with a manufacturer approved cleaning solution and wipes. Bidder shall also clean the interior of the camera (bugs, dirt, debris, etc.). Deteriorating weather seals and latches, deteriorating paint and environmental protection, deteriorating mounting hardware, ventilation mesh and filters, shall all be cleaned and/or replaced as necessary.

1.3 Annual maintenance and reviews: The Bidder shall provide the following maintenance and services on an annual basis (every 12 months):

1.3.1 Tree Visibility and Obstacle review - During the month of June the Bidder shall review all outdoor camera views and necessary wireless communication equipment line of sight for trees and branches that have grown and interfere or may soon interfere with camera views and line of sight wireless communication equipment. Once the Bidder identifies trees to be trimmed, the Bidder shall mark each tree and provide the School District with a detailed list and scope of work for each tree (remove, trim, etc.). The School District will coordinate and be responsible for paying a contractor to perform the work.

1.3.2 Camera system training - Bidder shall provide up to forty (40) hours of training per year as requested by the School District to train basic and admin users as needed, especially in respect to any newly installed equipment. Bidder shall provide contact information for their designated training representative

1.3.3 Annual system technology review - Bidder will meet with the School District and discuss the current status of the system equipment and technology options for continued maintenance and improvement available to the School District.

1.4 Backup and safe keeping of information and documentation - The Bidder shall store and maintain the following files and information:

1.4.1 Network Switch Images and configuration files - The current configuration files will be made available to the winning Bidder.

1.4.2 Server Images - Bidder shall backup critical server data (not camera system recordings) and store at an off-site location.

1.4.3 Licenses - Bidder shall maintain all licensing information for all applicable products installed such as but not limited to Microsoft Server, and AXIS Cameras

1.4.4 Upgrade Status - Bidder shall maintain a detailed spreadsheet with current software/firmware revisions on installed camera system equipment. This document shall be updated after each upgrade and presented to the School District upon request.

1.4.5 As-built Documentation - Bidder shall keep all as-built documentation up to date and accurate. This information shall be made available to the School District each time it is updated and/or upon request. The existing as-built documentation shall be made available to the winning Bidder. Existing as-built documentation is in AutoCAD and Microsoft Excel formats and other "to be determined" formats.

1.4.6 Equipment Inventory Control -- All equipment that is replaced and no longer usable shall be documented by its model, serial numbers, and reason for replacement. This documentation shall be provided to the School District for inventory control.

1.5 Support Personnel Certifications – The Bidder shall provide and update as necessary the list of manufacturer certified repair personnel. Certified personnel shall be defined as those repair personnel who have attended the manufacturer's training classes on the type and model equipment installed at the District's locations, who have the proper experience and licenses for the work to be performed, and who are recognized by the manufacturer as "qualified" technical support personnel. Only certified repair personnel as described above shall be considered as adequate for response to a failure. The list of pertinent manufacturers is provided on Page 17 as part of the equipment list.

1.6 Equipment warranty – The Bidder shall provide warranty on all the equipment in the system including the spare parts inventory for the duration of the maintenance contract. Proposed warranty terms, conditions, and exclusions shall be included in the bid.

# 2. REQUIRED RESPONSE TIME AND PENALTIES

Once the District detects an outage and determines if the outage is classified as a minor, major or critical outage, the District will contact the Bidder. The Bidder shall provide the District with a toll-free number available 24x7x365 where the outages will be reported. The bidder must adhere to the following requirements:

2.1 Minor Outage

• Definition: A minor outage shall be defined as an incident in which 1 - 3 cameras are no longer viewable or being recorded as reported by the system users or discovered upon routine scheduled maintenance.

- Response time: 24 hours from the time of reporting the outage.
- 2.2 Major Outage
- Definition: A major outage shall be defined as an incident in which 4 or more cameras are no longer viewable or being recorded.
- Response time: 12 hours from the time of reporting the outage.
- 2.3 Critical Outage

• Definition: A critical outage shall be defined as an incident in which majority or all cameras are no longer viewable or being recorded, for example, due to server, network or other more major outage.

• Response time: 4 hours from the time of reporting the outage.

2.4 Penalties – Should the Bidder fail to meet the required response times, the following penalties may be assessed against the Bidder:

• If the Bidder fails to meet the response times requirements, the following penalties may be assessed against the Bidder by the District

1 - 2 Hours late = \$25.00 an hour.

- 3 4 Hours late = 50.00 an hour.
- > 4 Hours late = \$100.00 an hour.

• If the Bidder fails to meet the response times more than one time in any 30 days the School District reserves the right to terminate the maintenance contract with the Bidder.

2.5 Service Center – Bidder shall list the address of the service center that will maintain the system.

2.6 Exceptions – In the event cabling or major network trunks are physically damaged, the Bidder shall provide a quote to the School District (within 12 business hours of determining the outage is related to damaged cabling) to

repair the cabling. All cabling work shall be completed by certified personnel. The Bidders quote to repair the cabling must include time to resolve upon acceptance of the quote by the School District. The School District reserves the right to reject any quote and obtain quotes from other contractor

# 3. EQUIPMENT MOVES, ADDS, AND CHANGES (MAC)

3.1 MAC requests – Requests for moves, adds and changes shall only be accepted when presented in writing (paper or electronic) from authorized representatives of the School District.

- Adding or removing camera's
- Changing a camera view
- Adding or removing camera system users
- Adding switches to support additional camera's
- Installing viewing client software on PC's
- Adding additional wireless equipment
- Connect additional School District provided equipment to the communications infrastructure.

If any moves, additions, and changes activity the School District elects to undertake requires specialized inventory of parts, supplies, or test equipment, the Bidder shall make all such inventory available to the School District at a reasonable cost.

# **III. PROPOSAL EVALUATION CRITERIA**

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

- 1. *Quality of Product/Proposal:* Needs to meet or exceed the provided specification.
- 2. **Proposing Organization References/History:** Proposer's past contract management experience and references of success to programs similar to this size. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
- 3. Program (Contract) Costs: What are the total costs of the services proposed?
- 4. *Contractor's Management Qualifications:* Management and staff capabilities and expertise, resumes, and experience, and resources.

*Grading Format* – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

CRITERION	POINT VALUE
Quality of Product/Proposal	30
References / History	25
Program Cost	25
Contract Management Qualifications	20
TOTAL POINTS	100

# POINT EVALUATION VALUES

#### PERCENTAGE GRADES

GRADE	DESCRIPTION
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

### **INSTRUCTIONS TO PROPOSERS:**

- 1. The District requires that one (1) original, and four (4) copies of the proposal be submitted to the Procurement Coordinator, no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.
- 2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's proposal, or if an Offeror's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.
- 3. When specifications or descriptive literature are submitted with the proposal, enter the proposer's name and address thereon.

#### 4. <u>All proposals must be in a sealed envelope and have clearly marked on the envelope:</u>

Name of Firm Address Proposal # **OPS-IT 2015-002** SECURITY CAMERA MAINTENANCE AND REPAIR – District wide

# NOTIFICATION:

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all or portions of proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of the RFP. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP. The award to the successful proposer regarding this solicitation will be mailed to all proposers and posted at the district website www.newberry.k12.sc.us

# **IV. QUALIFICATION OF OFFEROR**

Offeror must have a minimum of five (5) years experience in the provision of video surveillance systems, with a minimum of three (3) years specifically in the area of IP digital video surveillance.

Offerors shall be licensed by the State of South Carolina to provide the products and/or services as specified in this RFP. Offerors' shall include Contractor's License number in their proposal.

Before the award of the contract, any bidder may be required to show that they have the necessary experience, facilities, ability, and financial resources to perform the work in a satisfactory manner.

# V. AWARD / CONTRACT TERM

It is the intention of the District to award a contract to the highest ranked, responsible, and responsive Offeror with the best, overall proposal of services for the District at the most reasonable cost.

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning July 1, 2015 through June 30, 2016. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less then ninety (90) calendar days prior to the contract renewal date.

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Special Instructions. All purchases are subject to the School District of Newberry County's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

# VI. TERMS AND CONDITIONS

- 1. <u>ASSIGNMENT</u>: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
- 2. <u>BANKRUPTCY</u>: (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.
- 3. <u>CHOICE-OF-LAW</u>: 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.
- 4. <u>CONTRACT DOCUMENTS & ORDER OF PRECEDENCE</u>: (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.
- 5. <u>DISCUSSIONS WITH BIDDERS</u>: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
- <u>DRUG FREE WORK PLACE CERTIFICATION</u>: 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).
- 7. <u>EQUAL OPPORTUNITY</u>: 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.
- 8. <u>FORCE MAJURE</u>: 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 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.
- 9. <u>NON-INDEMNIFICATION</u>: Any term or condition is void to the extent it requires the District to indemnify anyone.
- 10. <u>PURCHASE ORDERS</u>: 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.

- 11. 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 contends 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 nonresponsive. 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 School District of Newberry County its officers 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.)
- 12. <u>TERMINATION DUE TO UNAVAILABILITY OF FUNDS</u>: 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.
- 13. <u>ILLEGAL IMMIGRATION</u>: 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]

#### VII. SPECIAL INSTRUCTIONS

#### 1. <u>CONTENTS OF OFFER (RFP)</u>:

(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.

C) 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.

# 2. <u>CHANGES</u>:

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:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
  - (b) method of shipment or packing;
  - (c) place of delivery;
  - (d) description of services to be performed;
  - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
  - (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

B. Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

D. Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

# 2. 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.

- 3. <u>COMPLIANCE WITH LAWS</u>: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
- 4. <u>CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS</u>: 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. School District of Newberry County shall be listed as Certificate Hold
- 5. 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)\$1,000,000Products/Completed Operations\$1,000,000Personal and Advertising Injury\$1,000,000Each Occurrence\$1,000,000Fire Damage (Any one fire)\$50,000Medical Expense (Any one person)\$5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles): Combined Single Limit \$1,000,000

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 days 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 the School District of Newberry County (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.

- 6. <u>CONTRACTOR PERSONNEL</u>: 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.
- 7. <u>CONTRACTOR'S OBLIGATION</u>: 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.
- 8. <u>DAMAGES LIMITATION</u>: 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.
- 9. <u>DEFAULT</u>: 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.
- 10. <u>DISPOSAL OF PACKAGING</u>: 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.
- 11. <u>LICENSES AND PERMITS</u>: 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.
- 12. <u>MATERIAL AND WORKMANSHIP</u>: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.
- 13. <u>OWNERSHIP OF DATA & MATERIALS</u>: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
- 14. <u>PRICE ADJUSTMENTS LIMITED BY CPI "Other Goods & Services"</u>: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

- 15. <u>SHIPPING / RISK OF LOSS</u>: F.O.B. Destination. Destination is the shipping location of the Districts' designated receiving site, as specified herein.
- 16. <u>TERMINATION FOR CONVENIENCE</u>: 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 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.
- 17. <u>WARRANTY</u>: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
- 18. <u>OSHA CFR 1910.1200</u> (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.
- 19. <u>COOPERATIVE PURCHASING</u> The School District of Newberry County allows participation in cooperative purchasing. This solicitation will sponsor cooperative purchasing with the following entries: Berkley County School District, Florence School District One, Horry County School District, Kershaw County School District,

# VIII. DISTRICT CAMERA INFORMATION

LOCATION	NUMBER OF CAMERAS:	CAMERA MODEL NUMBER:	MANUFACTURER
Boundary Street Elementary	24	P3344, P3304,	AXIS
			AXIS
Career Center/District Office	36	P1344, P3304, P3364	AXIS
Gallman Elementary	24	P3304, P3344	AXIS
		P3344, P3304, P3364, 211A, P3304,	
Little Mountain Elementary	57	216FD, 221, 207,	AXIS
Mid-Carolina Middle School	62	P1344,P3304, P3344	
Mid-Carolina High School	64	216fd, P3304, P3364, 207, 211M, 211A	AXIS
Newberry Elementary School	20	P3304, P3344	AXIS
Newberry Liementary School	20	1 3304, 1 3344	AXIS
Newberry High School	57	P3304, 216FD, 211, M3204, P3344, P3364	AXIS
Newberry Middle School	62	P1344, M3204, P3304, P3344	AXIS
Pomaria-Garmany Elementary School	40	216FD, P3304, 225FD, P3304,	AXIS
Prosperity-Rikard Elementary School	22	P3301, P3343, P3364, P3304,	AXIS
Reuben/Alt. School	23	M3204,P1344, P3304, P3344	AXIS
Whitmire Community School	55	211A, P3364, P3304, 216FD,211M, 207, 225FD,	

Total Number of Cameras: 546



# PROPOSAL FORMAT

RFP: OPS IT 2015-002

Security Camera Maintenance and Repair

- Section I Outline of Respondent Qualifications
- Section II Specific Proposal Requirements
- Section III Detailed Cost Analysis
- Section IV References
- Section V Conclusion
- Section VI Statement of Acceptance

# SECTION I. STATEMENT OF QUALIFICATIONS

1. Identify the type of legal entity with whom the District would contract with and describe the Company background and experience. Clearly indicate the lead for this project.

- 2. List the Names and roles, and provide resumes for staff who will be involved in the project.
- 3. Provide the names, resumes, and roles of sub-contractors, associates, or affiliates that will be involved in the project.
- 4. Provide documentation of work with Axis camera systems and any certifications held by team members to work on Axis systems.

# SECTION II. PROJECT PLAN TO COMPLETE SCOPE OF SERVICE

- 1. How will the Company meet the goals of the RFP?
- 2. How will staffing be handled locally?
- 3. Describe Company customer service solution and reporting capabilities.

# SECTION III. COST ANALYSIS

1. Please provide a detailed cost analysis for annual maintenance. This should include costs for sub- contractors and affiliates, upgrades, hardware replacements and hot swaps.

2. Does the company offer multi-year agreement discounts?

# SECTION IV. REFERENCES

Provide three (3) professional references that speak to the Company's direct work with Axis camera systems.

# SECTION V. CONCLUSION

Please provide an overview of how the Company feels they can maintain the School District of Newberry County's camera system, cost effectively, and continue to keep up with industry standards and trends

# SECTION VI. STATEMENT OF ACCEPTANCE

Please include Statement of Acceptance signed and completed on Page 18 of this Solicitation.



# STATEMENT OF ACCEPTANCE

# SECURITY CAMERA MAINTENANCE AND REPAIR – District wide

I, the undersigned, have read Solicitation OPS IT 2015-002 and do fully understand all of the requirements stated therein and affirm that the proposal offered is representative of an acceptable performance level which would fully meet the expectations of the District.

Proposal Preparer (please print)

Proposal Preparer (signature)

Company Name

**Company Address** 

Telephone Number

Fax Number

Email address (if available)