


<p><b>The School District Of Newberry County</b>  Administrative Offices  3419 Main Street, Newberry, SC 29108</p> 	<p><b>Fixed Unit Price Bid:</b> SS TRAN 2018-001</p> <p><b>Date Issued:</b> July 24, 2018</p> <p><b>Procurement Director:</b> Bryan Gresham</p> <p><b>Phone:</b> (803) 321-2600</p> <p><b>Fax:</b> (803) 321-2604</p> <p><b>E-Mail Address:</b> bgresham@newberry.k12.sc.us</p>
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**DESCRIPTION: Two Way Mobile Radios and Service**

*The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

<p><b>SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:</b></p>	<p><b>MAILING AND PHYSICAL ADDRESS:</b>  The School District of Newberry County  Attn: Procurement Coordinator Bryan Gresham  PO Box 718 / 3419 Main Street, Newberry, SC 29108</p>
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**SUBMIT OFFER BY:** August 13, 2018 @ 2:00 PM (See "Deadline For Submission Of Offer" provision)

**NUMBER OF COPIES TO BE SUBMITTED:** (1) original , (2) copies marked COPY, and (1) Copy on USB DriveFspa

**QUESTIONS MUST BE RECEIVED BY:** August 1, 2018 at 12:00 PM (See "Questions From Offerors" provision)  
**ADDENDUM ISSUED:** August 2, 2018 by 5:00 pm (See "Questions From Offerors" provision)

<p><b>CONFERENCE TYPE:</b> N/A  <b>DATE &amp; TIME:</b></p>	<p><b>LOCATION:</b> N/A</p>
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<p><b>INTENT TO AWARD &amp; AWARD BY:</b></p>	<p>Notice of Award and/or Intent to Award will be posted on the district website <a href="http://www.newberry.k12.sc.us">www.newberry.k12.sc.us</a>  <b>August 15, 2018 by 5:00 pm</b></p>
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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 one hundred twenty (120) calendar days after the Opening Date.

<p><b>NAME OF OFFEROR:</b> (Full legal name of business submitting the offer)</p>	<p style="text-align: center;"><b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Corporate entity  Federal ID # _____</p> <p><input type="checkbox"/> South Carolina Minority Vendor  Minority Vendor # _____</p> <p><input type="checkbox"/> Other _____</p>
<p><b>AUTHORIZED SIGNATURE:</b></p> <p><small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small></p>	
<p><b>TITLE:</b> (Business title of person signing above)</p>	
<p><b>PRINTED NAME:</b> (Printed name of person signing above)</p>	
<p><b>DATE SIGNED</b></p>	

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, sole proprietorship, etc.

## I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES/EQUIPMENT: The purpose of this solicitation is to establish a source of supply for the purchase of used supplies and/or equipment complying with the enclosed description and /or specifications and conditions.

## 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 following website for the issuance of Amendments: <http://www.newberry.k12.sc.us> (Departments/Financial Department/Procurement). (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. In order to receive a copy of the Final Award Statement, please include a self-addressed stamped envelope.

BID ACCEPTANCE PERIOD In compliance with the quotation, and subject to all conditions thereof, the signed offers and agrees, if this quotation is accepted within 30 days from date of closing, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above. .

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 School District of Newberry County 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 General Terms and Conditions and 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.

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).

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.

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.

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.

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.

NOTICES All contact should be directed to Marcie Abrahamson. No company should contact District staff directly. All questions should be directed, in writing, to Marcie Abrahamson via email at [gayvonne@SDNCschools.net](mailto:gayvonne@SDNCschools.net). Answers to any questions submitted will be sent to all companies via solicitation amendment.

PUBLIC OPENING A public opening shall not be held for procurements less than \$50,000.

TIE QUOTATIONS Tie quotations shall be resolved as outlined in Article 5 Section 1520.9 of the School District of Newberry County Procurement Code.

PROTEST Right to Protest under Article 17 Section 4210.1.4 of the SDNC Procurement Code states the rights and remedies granted by subsection 4210.1.1 and Section 4410.1.2 are not available for contracts with an actual or potential value of less than fifty thousand dollars.

QUESTIONS FROM OFFERORS (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 an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The 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.

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. € 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.)

**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. € 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 Specialist will compute an 8% 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 School District Newberry County's intent to contract with the successful bidder by entering into a one (1) time Agreement for the work specified herein. The District, at its discretion, may contract with successful bidder for a one (1) year period, and 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.

**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

**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.

**PREFERENCES - RESIDENT CONTRACTOR PREFERENCE** To qualify for the RCP, you must maintain an office in South Carolina. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

**PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE** To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) A**

**IRAN DIVESTMENT ACT OF 2014:** (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

### III. SCOPE OF WORK

The School District of Newberry County is soliciting sealed proposals from responsible and responsive vendors through this open and competitive Fixed Price Bid (FPB) for the full turnkey purchase to include but not be limited to the delivery, installation, set-up and testing of the equipment and service requested herein. All pricing submitted must remain valid for one calendar year from date of award. After the first year each vendor must submit a new pricing request if an increase is needed for each awarded service and equipment.

The General Requirements/Specifications section below defines what the District is seeking along with the minimal acceptable qualifications for these goods and services to be provided by the Supplier(s).

#### **General Requirements/Specifications:**

1. The District's Director of Transportation, Teresa Taylor, or her designee will be the District representative for coordinating these services.
2. The Contractor/Offeror shall be duly authorized to furnish all professional services, skilled services, labor, materials, tools, equipment, insurance, permits, and fees necessary to accomplish the full implementation and successful working of the goods and services required by this RFP. This will include any and all mounting, receiving or transmitting equipment or materials, any necessary power supply(s) and wiring materials needed to effect this turnkey project. Vehicles used by the Contractor shall be identified in accordance with local regulations. Contractors must be able to obtain any local Business License necessary to perform these services.
3. The District desires to purchase the equipment outright and to contract for annual communication service (bandwidth) as specified herein.
4. SDNC has fourteen (14) school sites which will require a walkie-talkie (handheld portable radio). Additionally, a walkie-talkie will be needed by the Chief Student Service Officer and two for his Director and Asst. Director of Transportation making a total of 17 walkie-talkies needed. The district prefers the Kenwood 3320, but all manufacturers are acceptable
5. One base units (obviously with radio capability) will be required. Located at the Office of Transportation 125 O'Neal Street, Newberry, SC 29108. The district prefers the Kenwood 3820 Base Station, but all manufacturers are acceptable
6. Sixty-Eight (68) two-way radios will be needed to be mounted where specified by the Transportation director into the 59 District school buses, the 9 District activity buses. The District will arrange for all these vehicles to be at the Transportation Office for the installation and testing. The district prefers the Kenwood 3820, but all manufacturers are acceptable
7. Continuous airtime coverage is expected. List in your proposal any reasons why this is not achievable and duration that would be expected for any service outage.
8. The District requires 100% coverage of Newberry County. 100% State-wide (South Carolina) coverage is also required. As buses travel with students and teams throughout all of the state and much of the Southeast, extensive coverage is to be highly valued in the selection criteria to be used to award this contract.
9. The District expects a minimum of a three-year standard warranty and requests information on any extended warranty options that might be available.
10. The District will not maintain or provide any towers, licenses or any other equipment to provide the services requested herein.
11. The District requires a network/service for delivering the communication services (bandwidth) for these two-way radios, walkie-talkies and base stations on an annual basis as part of this solicitation.

12. The District in its evaluation process may request further demonstration of any offeror's products and services. The selection, inclusion or exclusion in this evaluation/testing process will not be grounds for protest or appeal.
13. The initial purchase of 68 two way mobile radios, 17 portable two way radios, and 1 base station with full implementation of the equipment, system, service and any training necessary to properly operate the system and equipment must still be completed by September 17, 2018.
14. The District requires that warranty and other repair services for the duration of this contract are part and parcel of this solicitation and contract and has requested hourly rates on the "Pricing Sheet" for such services.
15. All service calls for equipment or service must be dealt with in a 24-hour period by awarded contractor(s).
16. All equipment must be new and delivered in original manufactures boxes/cartons. Any damaged, non-working or defective piece whether concealed or not must be replaced as quickly as possible totally at the expense of the offeror.
17. Contractor will be fully responsible for all aspects of the installation including the daily and final clean-up and removal of all materials, scrap, and packaging.
18. All warranties must be delivered to the District's Director of Transportation the within 10 days of project completion.
19. Final District approval and sign-off will be required by the District's Director of Transportation and Procurement Coordinator.
20. Contractor must have been in business for a minimum of three years providing the products and services requested in this solicitation.
21. Offeror must be a verifiable authorized reseller/dealer of the original equipment manufacturer (OEM) of the equipment submitted under your proposal. Multiple products can be submitted by duplicating the Bid/Proposal sheet and clearly marking as Option #2, #3 or as applicable. Copies of the spec sheets for each option must be included in your proposal and clearly marked as to which option the specs apply. Each Bid/Proposal sheet must clearly show the brand, manufacturer and model number being bid. No future substitutions or alternative equivalents will be acceptable.
22. Offeror must be a verifiable authorized reseller/dealer of the communication/network services of these solicited services and must clearly indicate the provider or carrier and how and by whom the services are to be billed. Services should be billed to the district monthly.
23. Joint bids are permissible under this solicitation but only if jointly signed by duly authorized representatives of each company. Proposals received without original signatures of both parties will be deemed non-responsive. This section takes precedence over any other section of this solicitation that might ban joint proposals.

**An Implementation Plan/Schedule** - The Contractor shall provide an implementation schedule and plan with the following information:

- a. Name, address and telephone number of the account supervisor for installation and testing aspect of this solicitation.
- b. Name, address and telephone number of the account supervisor for the on-going communication services of this solicitation.
- c. Twenty-four (24) hour emergency telephone number.
- d. Time-line/schedule of key deliverables and the dates required.

**Responsibility:**

1. It is understood that contractor is responsible for the employment, control and conduct of its employees and for any injury suffered by them in the course of their employment; and to others through any negligent act.
2. It is understood and agreed that the contractor will retain supervision and control of the manner in which the work is performed.
3. The contractor will be an independent, experienced and a qualified contractor and possess the workers, equipment, and abilities to successfully provide all products and services. The contractor, and all employees and agents of the Contractor, shall fully comply with all County, State and Federal laws and/or mandates applicable to the services to be provided under this solicitation.

**Format for Submission:**

1. Official Bid Forms:
  - Enclose the Official Bid Forms, which must be completed and signed by a company officer with the authority to contract for services. This form is the first page and all attachments at the end of the Fixed Price Bid (FPB) solicitation document.
2. Executive Summary:
  - Executive summary explaining understanding of the solicitation and why your firm qualifies and wants to provide these products or services to SDNC as well as the benefits to accrue to the District for doing so.
  - Inclusion of historical and financial information about the firm is encouraged. Section is limited to three pages, exempting financials.
3. Offeror Experience and Capabilities
  - Comprehensive description of the firm's experience in supplying the products or services required by this FPB within a public school district setting.
  - Five business references are required with at least two (2) being school districts. South Carolina school districts are preferred.
4. Offeror Project Manager and Project Staff
  - Resumes or Business Experience Summary of Project Supervisor and other parties who will provide products/services for this project.
  - Name(s) and contact information of emergency contact personnel.
5. Response to Scope of Work Requirements:
  - Discussion of or response to the requirements of the Scope of Work/Specifications.
  - Communication services provider with invoicing name, remittance information, TIN and joint signatures in applicable.
  - Map of service area, range, coverage, etc. of above
  - Implementation Plan/Schedule.
6. Other Information
  - Statement of any litigation to which the Offeror has been a party in the last twelve months.
  - Statement of any exceptions proposed to the requirements of this solicitation or the Terms and Conditions of the contract.
7. Statement of additional or optional services which are not requested in this FPB and that are offered for the benefit of the District.
  - Pricing for additional and optional services is to be included in the Cost Form. Additional services must follow the general scope of the project. Limited to one page each service.
8. Attach the Pricing Sheet to the end of your Submission only on "Original" and on disk or flash drive copy.
9. Offerors are encouraged to keep their submission concise and to the point.

**Qualifications:**

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.



#### **IV. INFORMATION FOR OFFERORS TO SUBMIT**

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 FORMS – Complete and submit Cover Page, Bid Cost Form, and Iran Divestment Act Agreement.

#### **V. QUALIFICATIONS**

QUALIFICATIONS OF OFFEROR: Offers shall be accepted from bidders 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 (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

#### **VI. AWARD CRITERIA**

AWARD CRITERIA – BIDS: Award shall be made to all responsible and responsive bidder(s).

#### **VII. TERMS AND CONDITIONS**

##### **A. GENERAL**

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

IDEMNIFICATION: The School District of Newberry County, its Officers, Agents, and Employees shall be held harmless from liability from any claims, damages and actions of the nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using Agency or failure of the using Agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the School District of Newberry County Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment. Invoices should be sent to The School District of Newberry County at PO Box 718, Newberry, SC 29108.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASE ORDERS Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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 provisions qualifies as a purchase order.

PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Coordinator located at PO Box 718 or 3419 Main Street, Newberry, SC 29108

**RISK OF LOSS** The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

**SOUTH CAROLINA GOVERNING LAW CLAUSE** The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Executive Director of Finance in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Newberry County, State of South Carolina. Vendor 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.

**SUBCONTRACTORS:** Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

**SWMBE PARTICIPATION:** The School District of Newberry County encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a semi-annual report submitted to the School District of Newberry County Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal.

**TAXES** Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by SDNC, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by SDNC. It shall be solely SDNC's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by SDNC to Contractor, Contractor shall be liable to SDNC for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with District Minority Firms.

**PAYMENT FOR GOODS AND SERVICES:** Payment for goods and services received by the District shall be processed in accordance with the School District of Newberry County Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment. Invoices should be sent to The School District of Newberry County PO Box 718, Newberry, SC 29108

**PREFERENCES - A NOTICE TO VENDORS** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE**

REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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 provisions qualifies as a purchase order.

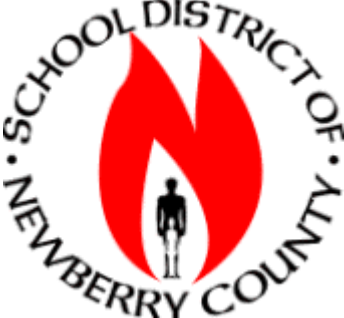
COOPERATIVE PURCHASING: The School District of Newberry County allows cooperative purchasing and will be allowing the following entities to purchase of the contract SS TRAN 201-001.

Western Piedmont Education Consortium

## **AWARD / CONTRACT TERM**

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning September 1, 2018 through August 31, 2019. 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 than 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 Terms and Conditions. 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

<p><b>The School District Of Newberry County</b>  Administrative Offices  3419 Main Street, Newberry, SC 29108</p> 	<p><b>Fixed Unit Price Bid:</b> SS TRAN 2018-001</p> <p><b>Date Issued:</b> July 24, 2018</p> <p><b>Procurement Director:</b> Bryan Gresham</p> <p><b>Phone:</b> (803) 321-2600</p> <p><b>Fax:</b> (803) 321-2604</p> <p><b>E-Mail Address:</b> bgresham@newberry.k12.sc.us</p>	
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**Iran Divestment Act**

**Attachment 1 of 4**

IRAN DIVESTMENT ACT OF 2014 (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

<b>Vendor Name (Printed)</b>	<b>Taxpayer Identification No.</b>
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I, the official named above, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List

X \_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Fixed Unit Price Bid:** SS TRAN 2018-001

**Date Issued:** July 24, 2018

**Procurement Director:** Bryan Gresham

**Phone:** (803) 321-2600

**Fax:** (803) 321-2604

**E-Mail Address:** bgresham@newberry.k12.sc.us

**REFERENCE FORM**

Attachment 2 of 4

**Company Name:** \_\_\_\_\_

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Address** \_\_\_\_\_

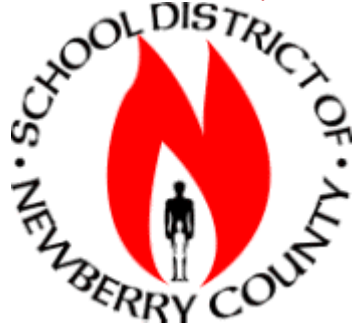
**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

Bidder/Company name (Please print): \_\_\_\_\_

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Fixed Unit Price Bid :** SS TRAN 2018-001

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**Phone:** (803) 321-2600

**Fax:** (803) 321-2604

**E-Mail Address:** bgresham@newberry.k12.sc.us

**Statement of Acceptance**

**Attachment 3 of 4**

I, the undersigned, have read Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

\_\_\_\_\_  
Proposal Preparer (please print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Proposal Preparer (signature)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address (if available)

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Fixed Unit Price Bid:** SS TRAN 2018-001

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**E-Mail Address:** bgresham@newberry.k12.sc.us

**Attachment 4 of 4**

ITEM #	Product	Manufacturer and Model #	Maximum Unit Price	Unit Price Bid
1	Digital Mobile Radio w/ mic		\$ 675.00	\$
2	Digital Mobile Radio Installation, Programing, Antenna Kits, and Testing		\$ 180.00	\$
3	Portable Radio including battery, antenna and charger		\$ 575.00	\$
4	Programing and set up of Portable Radio including battery, antenna and charger		\$ 20.00	\$
5	Radio Base Station including power supply and antenna.		\$ 1100.00	\$
6	Local and Statewide coverage air time/maintenance per radio per month.		\$ 23.00	\$
7	Any Additional Service Applicable		\$	\$

- ❖ Omit Taxes from Price: Do not include any sales or use taxes in your price that the district may be required to pay.
- ❖ Submission of bid prices for all pieces of requested equipment products is not required to be deemed response

Bidder/Company name (Please print): \_\_\_\_\_