



Dickenson County School Board

Request for Proposal (RFP) for Security Equipment – Two-Way Digital Communication

Issue Date: March 23, 2020

Proposal Due Date: April 6, 2020 at 2 PM

Dickenson County School Board
309 Volunteer Ave.
PO Box 1127
Clintwood, VA 24228-1127

**DICKENSON COUNTY SCHOOL BOARD
RFP FOR TWO-WAY DIGITAL COMMUNICATION
SECURITY EQUIPMENT FOR ERVINTON
ELEMENTARY, RIDGEVIEW HIGH SCHOOL, AND
RIDGEVIEW MIDDLE SCHOOL**

I. PURPOSE

The purpose of this RFP is to engage in competitive negotiations for two-way communication security equipment to be placed at Ervinton Elementary School, Ridgeview High School, and Ridgeview Middle School (hereafter these schools will be collectively referred to as “The School Property”).

II. BACKGROUND

The School Security Equipment Grants program was established by the 2013 Virginia General Assembly in the aftermath of the 2012 mass shooting at Sandy Hook Elementary in Newtown, Connecticut. The grant criteria prioritizes schools most in need of modern security equipment, schools with relatively high numbers of offenses, and schools in divisions least able to afford security upgrades. On October 17, 2019, Governor Ralph Northam awarded \$6 million in School Security Equipment Grants to protect students and education professionals across the Commonwealth. The School Property were included in this award.

III. PROCUREMENT APPROACH

Step #1

All Proposers shall prepare and submit a response that provides the following:

1. The name, address, phone and email contact information of the proposer.
2. Information regarding relevant prior work history specifically emphasizing any contracts for school-related security equipment.
3. Information regarding product lines that the proposer can deliver including warranty information.
4. Complete pricing schedule using the template and information contained within this RFP.
5. No more than 3 references, either educational or governmental, for which the proposer has provided similar products.
6. Such other information as the proposer deems relevant to its ability to best deliver security equipment for The School Property.
7. A separate written descriptive summary should be prepared for each item proposed.
8. Information submitted in this Step # 1 should be concisely presented in one bound volume. A digital copy of the same is desirable but not mandatory. Please submit 3 copies.
9. The response submittal should be delivered to the Dickenson County School Board, Attn: Mike Setser, 309 Volunteer Ave., PO Box 1127, Clintwood, VA 24228-1127 by **April 6, 2020 at 2 PM.** Please identify your submittal on the lower left side of any delivery container with the prominently written message, “RESPONSE TO RFP FOR SECURITY EQUIPMENT FOR SCHOOL PROPERTIES.”

Step # 2

1. From the information obtained in Step #1 above, the School System will select one or more proposers to continue negotiations. Price shall be considered but it need not be the sole determining factor. The proposers shall be ranked pursuant to the following criteria:

<u>Criteria</u>	<u>Maximum Point Value</u>
1.Product design, compatibility with existing equipment, durability	30
2.Price	30
3.Warranty	20
4.Confidence in proposer’s ability to perform	15
5.References	<u>5</u>

TOTAL: 100

2. A specific list of deliverables established by the School System has been included in this RFP. These deliverables may be modified or reduced based on budgetary or other concerns. The School Board reserves the right to proceed with multiple contracts for these deliverables if the School System determines that action to be in its best interest.
3. The School System reserves the right to meet with all proposers or individual proposers as may be necessary or desirable to ascertain the deliverables that are needed and available.
4. The contract awarded to the successful proposer(s) will be subject to the terms and conditions shown on Exhibit A to this RFP.
5. The School System reserves the right to establish additional timelines after the initial due date of April 6, 2020, for any additional submittals by proposers.
6. The School System reserves the right to reject any and all proposals and terminate this process at any point prior to the execution of a contract with the successful proposer.
7. Questions regarding this RFP should be directed to Mike Setser (msetser@dcps.k12.va.us) or (276) 926-4643.

Authorized by Haydee Robinson, Division Superintendent

Digital communication solution for school properties providing wide area and local channel communications including portable digital radios and SIP phone interface. Radios must be capable of making outbound calls over the Division’s phone system (Cisco). No roof penetrating mounts will be accepted. A maximum of 6 hour response to any outage should be noted.

Item #	Description	Qty.	Typical Item	Price Each	Total
1	Two way portable radios (digital)	200			
2	Repeater systems	3			
3	SIP Interface	1			
4	FCC License	1			
5	Installation	1			
6					
7					
8					
9					
10					

*Prior to starting work, contractors must check with Support Services to insure that no hidden or hazardous materials are disturbed or damaged.

All Safety Data Sheets must be on site and readily accessible if applicable

All work performed within the school Buildings must comply with building and fire codes

All penetrations through any fire walls must be sealed with fire stop material Approved by Support Personal, and be inspected for documentation that the breach was properly repaired.

ATTACHMENT A
TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. **EVALUATION AND AWARD:**

Evaluation will be based on net prices when compared to the quality on the items offered based upon the sole discretion of DCPS. Specific item descriptions should be provided along with prices, extensions and a grand total must be shown. However, DCPS reserves the right on this multiple item procurement to make a separate award of each item, a group of items, and to make an award either in whole or in part, whichever is deemed in the best interest of DCPS. In case of arithmetical errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. DCPS reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that DCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of DCPS, but shall be an independent contractor.

4. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

GENERAL TERMS AND CONDITIONS

1. **ANTI-DISCRIMINATION:** By submitting their bids, Bidders certify to DCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E). In every contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this contract, the Contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to DCPS all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by DCPS under said contract.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of DCPS.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. DCPS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the substitution of items deemed to be substandard are acceptable to DCPS. Contractor elect as to whether to provide alternative products or cancel that portion of the order dealing with items deemed to be unacceptable to DCPS.
6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the address first above written or to such other address as DCPS may provide, no later than sixty (60) days after delivery of the goods specified. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (*Code of Virginia*, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Supervisor of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, Section 2.2-4364.
7. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, DCPS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DCPS may have.
10. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale,

distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **EO/AA STATEMENT:** DCPS, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
13. **FACSIMILE/EMAIL BIDS:** Facsimile or email **unsealed** bids received in the DCPS Purchasing Department prior to the time and date designated for bid submission will be accepted.
14. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, the bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
15. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless DCPS and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of DCPS or failure of DCPS to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
16. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of DCPS, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind DCPS, or to otherwise act on behalf of DCPS, except as DCPS may expressly authorize in writing.
17. **LATE BIDS:** To be considered for selection, bids must be received by the DCPS Purchasing Department, at the address first above written by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the DCPS Purchasing Department. Bids received in the DCPS Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. DCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the bidder to insure that its bid reaches the DCPS Purchasing Department by the designated date and hour.
18. **MANDATORY USE OF DCPS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official DCPS form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, DCPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, DCPS may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
19. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

20. PAYMENT:

A. TO PRIME CONTRACTOR:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the DCPS or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DCPS shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. TO SUBCONTRACTORS:

- 1) A contractor awarded a contract under this solicitation is hereby obligated:
 - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DCPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b) To notify DCPS and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from DCPS, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DCPS..

21. QUALIFICATIONS OF BIDDERS: DCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to DCPS all such information and data for this purpose as may be requested. DCPS reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. DCPS further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy DCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

22. SUPREMACY CLAUSE: Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in DCPS bid will prevail over contrary terms and conditions contained in the bidder's response.

23. **TAXES:** Sales to DCPS are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the contract shall be free of Federal excise and transportation taxes. DCPS excise tax exemption registration number will be given to awardees for purchase orders.
24. **TESTING AND INSPECTION:** DCPS reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
25. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price(s) offered are for FOB Destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
26. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which DCPS in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable DCPS to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.
27. **VENDOR'S MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available from the Division of Purchases and Supply in Richmond, VA (804) 786-3845.