



FAIRFIELD COUNTY
PROCUREMENT DEPARTMENT
DIRECTOR OF PROCUREMENT: CATHY WASHINGTON

Post Office Drawer 60
Winnsboro, South Carolina 29180
(803) 635-1415
(803) 635-5969 fax

REQUEST FOR PROPOSALS

PROPOSAL TITLE: RFP 1010 Camera System & Service

CLOSING DATE AND TIME: October 12 2023 @ 10:00 AM

NON MANDATORY PRE-BID MEETING: None

You are invited to submit a proposal in accordance with the requirements of this solicitation, which are contained herein. It is requested that your proposal be submitted to Fairfield County Council Office **not later than 10:00 AM local time, October 12, 2023** at which time respondents to this request will be publicly identified. Due to the possibility of negotiation with offerors, prices will not be divulged at the time of closing.

An official authorized to bind the Offeror must sign the proposal and it shall contain a statement to the effect that the proposal shall remain valid for a period of at least 120 days from the closing date for submission of proposal. The proposal must be submitted in a sealed envelope showing the above proposal title, proposal number and closing date/time and Offeror's business name and address.

This Request for Proposal (RFP) does not commit Fairfield County to award a contract, to pay any cost incurred in the preparation of a proposal or to procure or contract for the articles of goods or services. Fairfield County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so.

RFP document may be picked up from the Fairfield County Procurement Office, 250 N. Walnut Street, Winnsboro, South Carolina. **Offerors can download a copy of the RFP document and any amendments from the Fairfield County Web Site:**

WEB ADDRESS: www.fairfieldsc.com

GO TO: - I WANT TO...

- VIEW RFP

- ACTIVE BIDS

DEADLINE FOR WRITTEN QUESTIONS IS OCTOBER 5, 2023.

SCOPE OF WORK

Camera System & Service

Background

Fairfield County is in the process of selecting a company to provide CCTV and Access Control Systems the Fairfield County Courthouse (101 S. Congress St, Winnsboro, SC 29180) and the newly constructed Ridgeway Community Center (1900 US HWY 21 S., Ridgeway, SC 29130)

Specifications for Camera System

Fairfield County is in the process of selecting a company to provide CCTV and Access Control Systems at the Fairfield County Courthouse (101 S. Congress Street, Winnsboro, SC 29180) and the newly constructed Ridgeway Community Center (1900 US HWY 21 S. Ridgeway, SC). The County currently does not have an access control system and CCTV cameras placed in these buildings. The purpose of this request for proposals is to provide the County with materials, labor, the ability to install access control locations and CCTV cameras at both locations. The solution must support active ID cards and include software/hardware that allows the County to produce, program and issue additional cards for new employees or to replace lost/damaged cards on-site. Responders are asked to include the option for 24/7 monitoring of the CCTV system. Though monitoring may be added as a later phase of the project. CCTV cameras must be able to catch anomalies such as falling off line, misalignment, poor pictures, not recording or lack of storage space. The County must have the ability to retrieve camera data within 30 days if needed.

Project Scope and Deliverables

Fairfield County (the County) is seeking to add access control locations and CCTV cameras to its newly renovated Courthouse and the Ridgeway Community Center currently under construction. Any recommendations should provide the County with maximum flexibility for expansion in the future. The access control system should offer maximum flexibility, ease of use and access management for users and system administrators. Once in place, the system should provide the County administrators with access that provides system status, door status, simple access programming capabilities, and detailed reports. The access control system should allow departments to manage their own accessibility. Administration feature should allow the administrator to create security groups, enroll users as individual or members of security groups and grant/revoke access accordingly.

Responders should conduct a review of the County current system to determine the upgrades with integrate. The new system should have the option to be able to interface with an intrusion alarm system, restrictions, etc. fire alarm systems, panic button system is highly desirable.

GENERAL INFORMATION

- 1.1 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this Request for Proposals.
- 1.2 A proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in black ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 1.3 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered. Additional information shall be a separate section of the proposal, and shall be identified as such.
- 1.4 One (1) clearly identified original and three (3) copies of your proposal are required. The proposal must be complete, clear and concise (*not to exceed thirty (30) 8 ½ x 11 pages, printed on one side only*).
- 1.5 Proposals will be received by Fairfield County until 10:00 AM on the closing date shown. Proposals must be submitted to or at the time, date and exact location specified to be considered. No late proposals, telegraphic, or telephone proposals will be accepted.

PROPOSAL TO BE MAILED TO:

Fairfield County Council Office
ATTN: Cathy Washington
PO Drawer 60
Winnsboro, S.C. 29180

HAND CARRY/DELIVERY SERVICE TO:

Fairfield County Council Office
ATTN: Cathy Washington
3rd Floor, Purchasing Office
250 N. Walnut Street
Winnsboro, S.C. 29180

- 1.6 The submitting offeror is required to have printed on the envelope or wrapping containing his proposal; offeror business name and address, the proposal title, proposal number and the proposal closing date and time.
- 1.7 Fairfield County shall not be responsible for unidentified proposals.
- 1.8 Offerors mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Fairfield County is not responsible for proposals delayed by mail and/or delivery services of any nature. Proposal received after the set time for closing will be returned unopened.
- 1.9 Proposals may be withdrawn by offeror prior to, but not after, the time set for the closing. A telegraphic request is acceptable provided it is received before the closing, and written confirmation of the withdrawal has a postmark prior to the closing.

- 1.10 All entries shall be entered in ink or typewritten, and shall remain valid for a period of not less than (90) ninety days. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.
- 1.11 Offers, amendments thereto or withdrawal requests must be received by the time advertised for RFP closing to be timely filed. It is the offeror's sole responsibility to insure that the documents are received by the person (or office) at the time indicated in the solicitation document.
- 1.12 By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
- 1.13 Offerors must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Fairfield County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Fairfield County or his agents for its determination in this regard.
- 1.14 Fairfield County reserves the right:
- 1.14.1 To accept or reject any or all proposals received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so;
 - 1.14.2 To waive any or all informalities;
 - 1.14.3 To solicit additional information from the Offerors, or any one Offeror should Fairfield County deem such information necessary;
 - 1.14.4 To consider modifications received at any time before the award is made, if such action is in the best interest of the County; and,
 - 1.14.5 To negotiate contract terms, conditions and cost.
- 1.15 DEFAULT: In case of default, Fairfield County reserves the right to purchase any or all services and materials in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offers of the defaulting contractor shall be considered until the assessed charge has been satisfied.
- 1.16 Samples of any articles deemed necessary must be furnished free of any cost to Fairfield County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the Offeror at the Offeror's expense upon request.
- 1.17 This contract will be awarded to the Offeror whose proposal is within the competitive range and determined to be in the best interest of Fairfield County.
- 1.18 The words "Contractor", "Vendor", "Bidder", "Offeror", "Consultant", "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals, and replace terms such as person(s), firm(s), or corporation(s).

- 1.19 If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County's Director of Procurement of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP, or it shall be deemed waived.
- 1.20 If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County's Director of Procurement of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP, or it shall be deemed waived.
- 1.21 Failure to submit all required information may be determined as a non-responsive proposal.
- 1.22 The document that will form the contract shall include this entire solicitation, all amendments, the successful Offeror's proposal, and the subsequent "Contract Agreement".
- 1.23 This contract will be awarded to the offeror whose proposal is within the competitive range and determined to be in the best interest of Fairfield County. Evaluation of proposals and selection of an offeror are set forth in "Special Instructions".
- 1.24 This solicitation does not commit Fairfield County to award a contract, to pay any cost incurred in the preparation of a proposal or to procure or contract for the articles of goods or services.
- 1.25 ADDITIONAL INFORMATION/QUESTIONS: Offerors requiring additional information may submit their questions in writing. Questions may be directed to Cathy Washington, Director of Procurement, at telephone number (803) 815-4042 or email at cathy.washington@fairfield.sc.gov. **The deadline for submitting questions is October 5, 2023 at 10:00 AM EST.** Verbal information obtained otherwise will not be considered in the awarding of the proposal.
- 1.26 AMENDMENTS: If it becomes necessary to revise any part of this RFP, an amendment will be posted on the Web Page at the address provided on the Cover Sheet. All amendments become part of the Request for Proposals, and are contractually binding whether or not received by the Offeror.

CONDITIONS

- 2.1 APPLICABLE REGULATIONS/POLICIES: The Revised Code of the Fairfield County Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Offeror to be familiar and comply with said regulations/policies.
- 2.2 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 WAIVER: The County reserves the right to waive any provisions of this solicitation.
- 2.4 COMPENSATION: The County shall pay the rate as agreed after properly conducted negotiations and award of the contract. The Contractor's employees shall not acquire status as a County employee and shall not accrue sick or annual leave, be eligible to participate in the retirement Systems or have a right to grievances through the County procedures instituted for County personnel.
- 2.5 PUBLIC RELEASE OF INFORMATION: Contractor agrees not to refer to award of this solicitation/contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Fairfield County.
- 2.6 EXCUSABLE DELAY: The contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will 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.
- 2.7 TERMINATION: Subject to the provisions below, Fairfield County may terminate the solicitation/contract, providing, a thirty (30) day written advance notice is given to the contractor.
- 2.7.1 Termination for Convenience: In the event this solicitation/contract is terminated or cancelled upon request and for the convenience of the Owner without the required thirty (30) days advance notice, the Owner shall negotiate reasonable terminations costs, if applicable.

- 2.7.2 Termination for Cause: Termination by the Owner for Cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notices requirement is waived and the default provision of this bid shall apply.
- 2.7.3 Termination for Non-Performance: The County may terminate the contract resulting from this solicitation, at any time for the failure of the Contractor to perform, or for any other good and sufficient cause, providing, a thirty (30) day written advance notice is given to the contractor.
- 2.7.4 The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- 2.8 S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 2.9 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 2.10 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 2.11 ROYALTIES, PATENTS, NOTICES AND FEES: Contractor shall give all notices and pay all royalties and fees. S/he shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.
- 2.12 CONTRACT: The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous contracts, proposals, negotiations, or master agreements in any form. By signing the Pricing Information, it is understood and agreed to that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material and necessary part of the contract.
- 2.13 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

- 2.14 ASSIGNMENT OF CONTRACT: The contractor shall not sublet, transferred, and assigned right or interest in this contract in whole or in part without prior written permission of the County.
- 2.15 SUBCONTRACTORS: No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the County (please include with proposal a list and duties of any subcontractors). All subcontractors shall comply with Federal and State laws and regulations, which are applicable to the services, covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 2.16 NON-APPROPRIATIONS: Any contract entered into by the county resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. The contract shall include a provision that allows cancellation without penalty if funds are not appropriated or otherwise made available to support continuation of performance in subsequent fiscal years. Any contract approved by Fairfield County shall be conditioned by a “non-appropriation clause” containing the following or similar language:
- “This contract is approved and funded contingent upon annual appropriations being established by Fairfield County Council to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing on July 1st and terminating June 30th of the following year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. In the event that an annual appropriation is not approved, Fairfield County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.”**
- 2.17 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 2.18 AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion form contained herein shall be signed, notarized, and become a part of the Proposal. Proposals submitted without this Affidavit may be rejected as nonresponsive.
- 2.19 AFFIDAVIT OF DELINQUENT TAX: An Affidavit of Delinquent Tax form contained herein shall be signed, notarized, and become a part of the Proposal. Proposals submitted without this Affidavit may be rejected as nonresponsive.
- 2.20 DRUG-FREE WORKPLACE: Offeror shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended) and shall file a certification form with Fairfield County in accordance with the same. Aforesaid certification form is provided with this Request for Proposals and shall be executed by the Offeror (or, in case of a corporation, by a duly authorized representative of the corporation) and become a part of the Proposal. Proposals submitted without this Certification may be rejected as nonresponsive.

- 2.21 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the 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.
- 2.22 MATERIALS AND WORKMANSHIP: Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the County.
- 2.23 RELATIONSHIP OF PARTIES: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 2.24 RIGHTS AND REMEDIES: No provision in this document or in the Offeror's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.25 ADVERTISING: Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the County. The County shall not unreasonably withhold permission.
- 2.26 INSURANCE REQUIREMENTS: The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

2.26.1 General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

2.26.1.1 Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

2.26.2 Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

2.26.2.1 Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

2.26.3 Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

2.26.4 Professional Liability

Minimum limits are \$1,000,000 per occurrence.

2.26.5 Coverage Provisions

2.26.5.1 All deductibles or self-insured retention shall appear on the certificate(s).

2.26.5.2 The County of Fairfield, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

2.26.5.3 The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

2.26.5.4 Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

- 2.26.5.5 All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
- 2.26.5.6 All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 2.26.5.7 Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- 2.26.5.8 The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- 2.26.5.9 The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- 2.26.5.10 All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A.

SPECIAL INSTRUCTIONS

- 3.1 The Offeror must agree to the inclusion of contractual articles provided below:
- 3.1.1 The Contractor will comply with all Federal and State requirements concerning fair employment. During the performance of this Contract, the Consultant agrees to provide equal employment opportunities. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, physical handicap, or marital status.
 - 3.1.2 The Contractor shall indemnify, defend, and save the County harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceeding brought against the County by reason of any such claim, suit, action or demand, upon prompt notice from the County, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the County.
 - 3.1.3 By submitting an offer, Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Offeror and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Offeror and any subcontractors or sub-subcontractors. 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". Offeror agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.
- 3.2 **RECEIPT OF PROPOSAL:** Offerors mailing proposal must allow a sufficient mail delivery period to insure timely receipt of their proposals. Any proposals received after the scheduled opening date and time will be immediately disqualified and will be returned unopened.
- 3.3 **PREPARATION OF PROPOSAL:**
- 3.3.1 All proposals should be complete and carefully worded and must convey all information requested by Fairfield County. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, Fairfield County will be the judge as to whether that variance is significant enough to reject the proposal.

3.3.2 Proposal should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

3.3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound within that single volume.

3.3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposals, you are to include this information as a separate appendix to your proposal.

3.3.5 One (1) clearly identified original and three (3) copies of your proposal are required.

3.4 PROPOSAL REQUIREMENTS:

3.4.1 Required Contents of Proposal

The detailed requirements set forth are mandatory. Failure to respond to a specific requirement may result in disqualification. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the County.

Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed. All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the contractor selected will form the basis for negotiation of a contract. The County reserves the right to issue a contract without further negotiation using the data contained in the RFP. Failure of a prospective contractor to accept this method of contract development may result in cancellation of the award.

3.4.2 Proposal Format

The proposal format requirements were developed to aid offerors in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the qualifications, service level, and cost for services, competence and capacity of the firms seeking to become a provider of record for the County. The offeror's proposal should address all the points outlined here as required.

3.4.2.1 Transmittal Letter: The transmittal letter must include:

- Name of the firm responding, including mailing address, telephone number, fax number.
- The name of the person or persons authorized to make representations on behalf of the offeror, binding the firm to a contract.
- A statement of the firm's interest and why it feels it is best qualified to be selected.
- A statement that the offer submitted as a result of this solicitation is binding on the offeror for one hundred twenty (120) calendar days following the RFP due date.
- Signed by authorized person.

3.4.2.2 Firm History and Experience: Define the overall structure of the firm to include the following:

- Brief overview of firm's history, primary line of business as well as specialty areas.
- A description of the firm's principal business location, including the primary office that will service the County.
- Firm experience.
- Length of time providing services.
- Discuss any impending changes in your organization that could impact the delivery of services.
- Description of service philosophy and what sets your company apart from other companies.
- Disclose any conflicts or perceived conflicts of interest as well as what procedures your firm utilizes to identify and resolve conflicts of interest.

3.4.2.3 Qualifications: Describe the proposed project team qualifications:

- Introduce the team who will service the County by name with specific roles, qualifications, years of related experience, and distribution of responsibilities.
- Indicate current responsibilities of person designated to serve as lead contact for the County.
- State level of organizational responsibility of key project staff members.
- Indicate back-up support capability.

3.4.2.4 Scope of Services: Please include a detailed explanation of services offered, as they relate to the County's Requirements provided herein, and your recommended approach to addressing the County's needs. Include any services offered by your firm that may be above and beyond the Scope of Services indicated by the County.

3.4.2.5 References: Provide a list of references including:

- Contact names and telephone numbers of three (3) public entity clients in South Carolina, North Carolina or Georgia with whom you have had a working relationship as references for the County.

3.4.2.6 Fee Proposal: Provide the cost of services

3.4.2.7 Sales Tax: When applicable, Fairfield County pays seven percent (7%) sales tax. The sales tax shall be shown as a separate entry within the proposal response.

3.4.2.8 Any additional information required in RFP

3.4.2.9 Any additional information the offeror feels important for the evaluation factors

3.5 AWARD: An award resulting from this request shall be made to the responsive and responsible Offeror whose proposal is determined to be most advantageous to Fairfield County, taking into consideration evaluation criteria. However, the County reserves the right to reject any and all proposals received and, in all cases, Fairfield County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

3.6 EVALUATION: A evaluation team composed of representatives from the County and other persons deemed necessary for proper evaluation will review all proposals. The evaluation team will decide if they need additional information on the top proposals. If necessary, Fairfield County may request the finalists to give presentations to the panel. Once the evaluation team has reached a decision, they will make a recommendation to County Council, which will vote on awarding the contract.

3.6.1 General:

3.6.1.1 The County may shortlist the offerors based upon responses. If necessary, the County may conduct interviews. The County will not be liable for costs incurred for preparation or presentation in this regard.

3.6.1.2 The County reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

3.6.1.3 Exceptions To Contract Terms And Requirements: Offeror shall clearly identify any proposed **deviations** from the Contract Terms/Requirements/Scope of Work in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Offeror's proposal, the County will assume complete conformance with the Requirements/Scope of Work and the successful Offeror will be required to perform accordingly. Alternate written proposals submitted may be considered; however, the County will make final determination as to suitability and compliance with the scope of work. Proposals submitted not meeting all requirements might be rejected.

3.7 **EVALUATION CRITERIA:** The following evaluation criteria will be taken into consideration for purposes of proposal evaluation. The evaluation team during evaluation will take the following criteria listed in relative order of importance, into consideration. The maximum score is 100 points.

3.7.1 Proposer Qualifications and Reputation (**10 points**)

3.7.2 Price Proposal/Cost (**35 points**)

3.7.3 Warranty and Service Agreement (**10 points**)

3.7.4 Quality of the Technical Solution (**25 points**)

3.7.5 Responsiveness to IT's requirements (**20 points**)

Proposer Qualifications, Reputation, and Financial Responsibility

Technical experience in performing work on services of similar nature; Experience working with public agencies; Financial stability and strength; Competency of subcontractors; assessment by client references; References with demonstrated success in providing similar services; Reputation for providing high-quality products and services.

Quality of the Technical Solution

Proposer's overall understanding of Information Technology's needs and objectives; Suitability of the proposed technological solution to Information Technology requirements; Quality and performance of hardware and components; Software features and functionality; Features unique to the Contractor's solution; Reliability and maintainability as evidence by use of a proven design; Ability to integrate with future Smart Bus technologies; Suitability of alternative approaches proposed.

Responsiveness to County Information Technology Functional Requirements

Degree of compliance with the Technical Requirements; Impact of non-compliant features on overall system functionality and value; Impact of features that exceed requirements on overall system functionality and value.

Installation, Testing, and Training Approach

Demonstration of a well-considered installation approach; Potential impact on IT's operations; Proposed installation timeline; IT resource requirements to support installation; Testing plans and procedures; Quality and completeness of the proposed Training program.

Warranty and Service Agreement

Items covered and not covered by the Proposer's Warranty and Service Agreement; Preventative maintenance plan; Remedial maintenance response time; Availability of trained technicians and parts; Enhancements and upgrades; Engineering maintenance and support services. Service Agreement with a minimum of one year with the option for Fairfield County to extend service agreement for an additional year. Remedial maintenance response time - the ability to respond to a request for repair of camera/video recorder failure within two (2) days from notification by Fairfield County. Engineering maintenance and support services – All required engineering changes supported by the successful bidder after cameras and video equipment has been received and installed.

Price Proposal Score Calculation

The Base Price comprises the overall cost of the base contract, including the system warranty, installation, freight, training and maintenance costs.

Must Provide Descriptive Literature/Brochure of Product

Bidder Declare:
Manufacturer’s Name: _____
Model Number: _____
Warranty: _____
Price/each: _____
Company Name and Address: _____

Name of Company Official: _____
Signature of Company Official: _____ Date: _____
Phone#: _____

REFERENCES

As per the Proposal Requirements Section 4, provide a list of at least three (3) customer references including company name, address, contact person, telephone number. (Note: only list those customers in which a similar type of equipment/product and scope of work/service was provided – preferably in South Carolina, North Carolina or Georgia).

1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Number of product installed _____

2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Number of product installed _____

3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Number of product installed _____

NONCOLLUSION AFFIDAVIT OF OFFEROR

STATE OF _____)

_____)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the Offeror that has submitted the attached Proposal:
- (2) He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposals:
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Offeror or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Fairfield, South Carolina, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission Expires _____

COUNTY OF FAIRFIELD

DRUG-FREE WORKPLACE CERTIFICATION FORM

(OFFEROR/VENDOR OTHER THAN INDIVIDUALS)

This certification is required by the Drug-Free Workplace Act, Section 44-107-10 et seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Offeror/Vendor prior to award that they will maintain a drug-free workplace as defined below. The certification set out below is a material requirement of fact upon which reliance will be placed when determining the award of a Contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Contract, or suspension or debarment from the right to submit bids or proposals for Fairfield County projects.

For purposes of this Certification "Drug-Free Workplace" is defined as set forth in Section 44-107-20 (1), South Carolina Code of Law (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Offeror's/Vendor's duties under the Contract. Offeror's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-Free Workplace Act.

By signing this document the Offeror/Vendor hereby certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - 2.1. The damages of drug abuse in the workplace;
 - 2.2. The Offeror's/Vendor's policy of maintaining a drug-free workplace;
 - 2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 2.4. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph #1 above;
4. Notifying the employee in the statement required by paragraph #1 that, as a condition of employment under the Contract, the employee will:
 - 4.1. Abide by the terms of the statement; and

- 4.2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Notifying the using agency within ten (10) days after receiving notice under subparagraph #4-b, from an employee or otherwise receiving actual notice of the conviction.
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph #4-b with respect to any employee who is convicted:
 - 6.1. Taking appropriate personnel action against the employee up to and including termination; or
 - 6.2. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph #1, 2, 3, 4, 5, and 6 above.

FIRM NAME: _____

ADDRESS: _____

ATTEST: _____ SIGNED: _____

DATE: _____ TITLE: _____

DELINQUENT TAX AFFIDAVIT

Please note the Procurement Department shall verify that all taxes have been paid to the County by vendors with which they intend to do business. If you owe delinquent taxes your Proposal may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Fairfield County Delinquent Tax Office at one of the following numbers:

Winnsboro (803) 635-1415 extension 4021 or 4022

IS YOUR BUSINESS DELINQUENT IN PAYING ANY TAXES OWED TO FAIRFIELD COUNTY?
_____ (YES OR NO).

OFFEROR SIGNATURE: _____

OFFEROR NAME: _____

POSITION: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission Expires _____