

**Charleston County School District
 Request for Proposals
 Strategy and Communications Department**

Solicitation Number: P1901

Description: CCSD Website Re-Design, Hosting, Content Management System and Notification Services

Date: January 29, 2019

SUBMIT OFFER BY: February 28, 2019 BY 2:00 PM ET

QUESTIONS MUST BE RECEIVED BY: February 8, 2019 by 2:00 PM ET

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original Copy, Five (5) Hard Copies and One (1) USB Flash Drive (See page 2 for details)

PROCUREMENT OFFICIAL CONTACT:

**Procurement Services
 Attention: Debra Cannon, CPPO, CPPB
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-1982
 Email: debra_cannon@charleston.k12.sc.us**

The term "Offer" means your "Bid" or "Proposal".

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

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 ninety (90) calendar days after the Opening date.

Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted by 4/15/19. The award, this solicitation, and any amendments will be posted at the following website URL: https://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office/supplies_and_services_solicitations

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY: See Section VII Signing Your Offer & SWMBE Participation.

Small Women Minority Business Enterprise (Please Check appropriate boxes)

- | | |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned | <input type="checkbox"/> Minority Owned Small Business Certified |
| <input type="checkbox"/> MBE – African American Owned | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> MBE – Hispanic Owned | <input type="checkbox"/> Small Business Certified |
| <input type="checkbox"/> Women Owned Small Business Certified | <input type="checkbox"/> Small Business Non-Certified |
| <input type="checkbox"/> Women Owned Small Business Non-Certified | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Owned Small Business Certified | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other _____ | |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

**Request for Proposal #P1901
 CCSD Website Re-Design, Hosting, Content Management System and Notification Services**

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

**Procurement Services
 Attn: Debra Cannon
 3999 Bridge View Drive
 North Charleston, SC 29405**

NUMBER OF COPIES TO BE SUBMITTED: When submitting your proposal provide, one (1) Original hard copy, five (5) hard copies of original, one (1) flash drive electronic copy with original and redacted document. The redacted document will be used for FOIA purposes. The redacted document should not disclose any confidential or company trade secrets & etc.

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1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Request for Proposal (RFP)	January 29, 2019
2. Non-mandatory Pre-proposal conference	None
3. Deadline for receiving Offeror's questions	February 8, 2019, by 2:00 PM
4. BID SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	February 28, 2019 BY 2:00 PM
5. Evaluation Committee Review (estimate)	March 2019
6. Selection Complete (estimate)	TBA
7. CCSD Board Update (estimate)	TBA
8. Contract Award (estimate)	April 2019

2.0 SCOPE OF SOLICITATION

Charleston County School District has approximately eighty-six schools and program facilities, one District Office, one Operations Center, and eight Constituent Board Offices. Please see www.ccsdschools.com for a complete list of each facility and street addresses. Geographically, the district covers all of Charleston County, South Carolina, a stretch of coastal land extending nearly 100 miles along the Atlantic Ocean (McClellanville to Edisto Island) and covering 919 square miles.

CCSD is requesting proposals for services to combine the CCSD external website (www.ccsdschools.com) and district intranet (intranet.charleston.k12.sc.us with user authentication for staff) into one entity, to completely redesign (look, information architecture) www.ccsdschools.com, and to provide a new content management system and hosting for this district-level site:

1. Professional graphic/web design services for complete redesign of both look and information architecture
2. Professional, full-time project management throughout the course of the redesign project to include leadership in implementing 21st century best practices for web design and functionality, and project ownership for all site mapping and information architecture changes

3. Implementation of a content management system (CMS) and infrastructure that allows CCSD web content stakeholders to maintain their specific information within a common framework; CMS must have browser-based interface for anywhere/anytime access
4. Off-site hosting and 24/7 site support for ccstdschools.com and ancillary intranet
 - The current CCSD websites are hosted on internal hardware and maintained by CCSD staff using the Adobe Contribute CS5 desktop client and publishing server. Currently, staff who maintain CCSD web content have no browser-based editing solution.
 - The deliverables of this project must include a foundation and framework for the eventual transfer of all CCSD school websites to the new content management system and hosting solution; and upon the successful completion of this project, the vendor must be capable of providing template design work and site migration work for CCSD school websites as defined in a potential future project. The final vendor selection for this project will be based, in part, on the vendor's future ability to support all CCSD websites, and the cost associated for that migration and hosting.

MAXIMUM CONTRACT PERIOD – **Estimated** August 1, 2019 through July 31, 2023 Five years (One year with the option to renew annually) Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date/Initial Contract Period.”

ACQUIRE SERVICES - The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. Through this method, the District has attempted to provide the minimum amount of specifications and requirements in order not to transform this RFP into a Bid. The District does not want to limit your creativeness or ingenuity by over specifying the requirements of this solicitation.

3.0 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 web site for the issuance of Amendments: <http://www.ccstdschools.com/0144/index.php> (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 (page 1) and page 2. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

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

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

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District 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.

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (a)
- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
 - (2) “Principals.” For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror’s responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at http://www.ccsdschools.com/OperationsHumansCapitalFacilities/FinanceOperations/ContractsProcurement/documents/CCSD_Model_Procurement_Code_20110310.pdf

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

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or mail room which services that purchasing office prior to the bid opening.

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

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
10. **Offeror** - means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”
11. **Page two** – means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation
15. **You And Your** - means Offeror.

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.

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.

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 Contracts & Procurement Services 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.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NOTICES All contact should be directed to Debra Cannon, Procurement Officer. No company should contact District staff directly. All questions should be directed in writing to Debra Cannon via Email debra_cannon@charleston.k12.sc.us answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

PROPOSER'S QUALIFICATIONS Bids shall be considered only 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, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

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. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

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

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

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

Do not mark your “Cost Proposal/Bidding Schedule” Confidential.

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TERM OF CONTRACT It is Charleston County School District's intent to contract with the successful bidder by entering into a one (1) year agreement with the option to renew annually up to four (4) one year period. The prices submitted in response to this solicitation will be firm and not subject to escalation from the Pricing Agreement's date of execution.

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

1. Non-mandatory Pre-Bid Conference: No Pre-Bid Conference or Site Visit is scheduled.
2. BOARD APPROVAL REQUIRED: Any award is subject to prior approval by the Charleston County School District Board of Trustees.
3. 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.
4. OPENING PROPOSALS – PRICES NOT DIVULGED In competitive sealed proposals, names nor prices will not be divulged at opening.
5. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD prior to performance.

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

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

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

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

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any District entity

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

FORCE MAJEURE: The vendor 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 vendor. 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 contract 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 vendor. If the failure to perform is caused by default of a sub vendor, and if such default arises out of causes beyond the control of both the vendor and sub vendor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub vendor were obtainable from other sources in sufficient time to permit the vendor to meet required delivery schedule.

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.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.

3. The Contractor’s indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys’ fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys’ fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor’s defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor’s use of materials furnished to the Contractor by an Indemnitee.

INSTALLATION Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. the vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Type of insurance

Workers Compensation, Applicable Federal and Employer’s Liability

- 1. State: Statutory
- 2. Applicable Federal: Statutory
- 3. Employer’s Liability: \$100,000 per accident
 \$500,000 disease, policy limit
 \$100,000 disease, each employee

General Liability Insurance including completed operations and product liability coverages:

- 1. General Aggregate (Except Products – Completed Operations): \$1,000,000
- 2. Products – Completed Operations Aggregate: \$1,000,000
- 3. Personal and Advertising Injury (Per person/organization): \$1,000,000

- 4. Each Occurrence
 (Bodily Injury and Property Damage): \$1,000,000
- 5. Fire Damage (Any one fire): \$1,000,000
- 6. Medical Expense (Any one person): \$1,000,000
- 7. Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.
- 8. Excess Liability (Umbrella Form)
 - a) General Aggregate: \$2,000,000
 - b) Each occurrence
 (bodily injury and property damage) \$1,000,000

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

LICENSES AND PERMITS During the term of the Contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by CCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

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

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror’s proposal has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the purchase order “ship to” location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District’s receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the RFP. Each invoice must include the contractor’s Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5. Qualifications.

PERFORMANCE AUDITS: The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

PRICES Prices under this contract are “not to exceed” prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the Price Proposal certifies that the proposal is accurate and binding and that all costs are shown and accurately reflects the total Technical proposal cost. All prices shall be stated in United States currency.

PRICE ADJUSTMENT Any request for price increase must be submitted in writing to Procurement Services at least ninety (90) days prior to the requested date for the increase. Price increases will only become effective if agreed to, in writing by Procurement Services. The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI). All Urban Consumers (CPI-U), “Other Goods and Services” or the current market conditions as determined by the Procurement Officer.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICE CERTIFICATION: I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: “an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

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 P1901 CCSD Website Design, Hosting, Content Management System and Notification Services

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.

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

PURCHASE ORDER A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

PUBLICITY RELEASES Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

REJECTION: The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

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

RECORDS RETENTION AND RIGHT TO AUDIT: Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

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 Contracts and Procurement Services Director 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, Charleston 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.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business’ name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, CCSD may evaluate your proposed Subcontractors.

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and

Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

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

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) 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 yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

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 CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD'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 CCSD to Contractor, Contractor shall be liable to CCSD 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.

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION: Subject to the conditions below, the District providing a (30) thirty-day advance notice in writing is given to the vendor may terminate the contract for any reason.

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation 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.

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

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.

NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT: In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

DUE TO MALICIOUS ACTS: In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

INSOLVENCY: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

TERMINATION BY CONTRACTOR: Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

WAIVERS The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

B. Special Terms and Conditions

Project Management

The contact and administrator for all work under the final contract for Charleston County School District shall be Tyesha Drayton, Communications Officer, Charleston County School District Office of Strategy and Communications, 75 Calhoun Street, Charleston, South Carolina, 29401. Contact number: 843-937-6304. Contact email: Tyesha_Drayton@charleston.k12.sc.us. Note: Offerors are prohibited from contacting administrator during the Request for Proposal process.

Installation and Training

The successful Offeror should include specifications for proposed systems installation, training and acceptance of such installations as part of their bid proposals

Security

Awarding of this bid will be contingent upon passing a final CCSD Security review and meeting all security requirements.

5.0 QUALIFICATIONS

Proposals will 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.

6.0 BASIS OF AWARD

AWARD CRITERIA: It is the intent of the District to issue one award to complete the requirements within. The district reserves the right to enter into negotiations and make an award to the next highest rank/score proposer, if the District determines after making an award, that multiple awards are required to complete this project in the required time.

Offerors must meet the minimum qualifications listed in Section 5 in order to receive consideration. The Proposal offered by Contractor must also meet the Scope of Work/Specifications in Section 7 .Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the Charleston County School District. The District reserves the right to select and award on any individual item basis, group basis, or all or none basis.

EVALUATION FACTORS – PROPOSALS (List in order of importance) Written proposals will be evaluated and prospective offerors may be invited to make an oral presentation to Charleston County Schools District at a date to be determined. Charleston County School District reserves the right to short list proposals for the oral presentations.

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Each offeror required to provide a demonstration of product technical capability will be evaluated against the Phase II set of criteria indicated below. The Phase II Demonstration of Product Technical Capability includes the demonstration only.

1. **DEMONSTRATED EXPERIENCE , QUALIFICATIONS, AND FINANCIAL STABILITY:** 45 points. Evidence of offeror’s ability to perform all services and tasks outlined in this Request for Proposals including specific experience, technical experience, qualifications, and ability to address CCSD's precise needs and concerns.
Experience providing this type of product/service
K-12 specific experience providing this type of product/service
K-12 specific references implementing this type of product/services(s)
2. **NARRATIVE OF TECHNICAL APPROACH:** 30 points. Completeness of proposal response to the requirements and scope of work, including a demonstrated understanding of the project and the offeror’s technical approach. Overall evidence provided to support the firm’s ability to meet the objectives of this project.
3. **INNOVATION AND VISION:** 15 points. Evidence that the vendor has the necessary services to comply with current and future guidelines pertaining to WCAG 2.0 government standards. The vendor must also clearly demonstrate the ability to handle website issues including integrating new media, possible LMS systems into websites without diminishing page speed, navigation and accessibility.
3. **TOTAL COST OF PROPOSAL:** 10 points. Total cost of proposal as indicated in the Proposal Contents, Section “9” Bidding Schedule/Cost Proposal.
Note: “Total Cost of Proposal” must be submitted in a separate, sealed envelope marked “Total Cost of Proposal.”

Phase I

After the evaluation of the Phase I criterion, the criteria scores will be calculated and the average score will not exceed 100 (one hundred) points. The three highest ranked responsive and responsible Offerors after the Phase I evaluation will be asked to provide a demonstration of their proposed system and will be evaluated in Phase II. Scores from Phase I and Phase II will be added together to determine the highest ranked proposal. If only one offeror has been determined to be the only offer that is mathematically capable of receiving the award then the demonstration will be evaluated on a pass/fail basis.

Phase II

Demonstration: 25 Points

Demonstration of the product technical capabilities of the proposed solution to meet the needs of CCSD as defined in this RFP.

NEGOTIATIONS: The Procurement Official may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such level of ranking as determined by the Procurement Officer.

7.0 SCOPE OF PROJECT/SPECIFICATIONS

A. GENERAL

Charleston County School District is soliciting competitive sealed proposals from qualified and established firms to provide all labor, equipment and services, including training and ongoing support, necessary to design, develop, and implement a new, innovative, state-of-the-art district website for both public and internal audiences with a unique and flexible design that meets the requirements of the District.

Charleston County School District requires that this newly redesigned, integrated web content management and hosting system incorporates role based access to the following 3 core components:

1. Public Internet websites (www.ccsdschools.com)
2. Private intranet (logical secure extension of district site)
3. Web publishing tool(s) and workflow for individual publishing/approval
4. Mobile App for CCSD website

Migration of some content from the current platform will be required, in addition to creating new sections of the website with content provided by CCSD.

A school district website directly connects district and administrative resources to parents, staff, volunteers, the general community and students. It is critical that the district's website be up-to-date, user-friendly, informative, easy to navigate and to search, and be an effective resource for the community.

Charleston County School District requires a website that implements industry best practices for web-based communications. We believe that accessibility is important. However, functionality and design do not have to be mutually exclusive. We wish to strike a balance among these key components.

Charleston County School District utilizes Google Apps for Education. Ideal web hosting and communication system solutions would integrate and leverage Google Apps functionality such as Gmail, Google Calendar, Google Drive (file sharing/storage), Google Sites, and user authentication/management with single sign via Active Directory SAML connection or Google Authentication API.

CCSD reserves the right to request the replacement of personnel assigned by the Contractor with no notice and at no additional cost to CCSD if, in CCSD's sole discretion, it is determined that the personnel does not adequately meet the needs of CCSD or is unable to perform duties and responsibilities to the satisfaction of CCSD.

Throughout this project, vendor will be responsible for all licenses, permits, fees and taxes associated with the system installation.

The implementation must be accomplished in a manner that minimizes disruption of CCSD's business.

B. SOLUTION REQUIREMENTS

Expected deliverables:

- A state-of-the-art district website for students, teachers, staff, parents, and the community that reflects district branding standards. Contractor's design team will work with district personnel to ensure alignment to district branding standards, which may change over time.
- Public Internet Websites (ccsdschools.com and 80+ School sites)
- Private Intranet (ideally accessible by a single login from the main webpage) that is utilized by close to 7,000 district employees.
- Web publishing tools and workflow for individual publishing/approval
Manage and direct all of district and individual school website domains
Migration will be required for district and individual websites which will be handled by the vendor, CCSD will provide the necessary urls, media, and other items to be moved.
- The CMS/website platform will integrate with enterprise and third-party applications used by CCSD.
- The vendor's proposed product will:
 - Work as the district's public website as well as an intranet for staff, with the potential of creating custom user dashboards and subscriptions for both internal and external audiences (Teachers/Staff/Parents/Students).
 - Provide News/Blog feature for District news (RSS).
 - Provide sophisticated calendar features to integrate with Google calendars, iCal, etc.
 - Provide a mobile-friendly version of all pages.
 - Provide multiple languages (English/Spanish) – without the use of a universal translation plugin (a mirror site), with the option to include additional languages in the future.
 - Provide a state-of-the-art search engine.
 - Provide Social Media sharing capabilities.
 - Be compatible across all operating systems and browsers.
 - Be Americans with Disabilities Act (ADA) and Children's Online Privacy Protection Act (COPPA) compliant.
 - Have a robust document library and provide alerts for document aging.
 - Be visually appealing with an attractive mix of text, photos and graphics.
 - Be easily accessed and navigated both internally and externally.
 - Create a consistent and standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the District's website. However, the established theme should also provide the flexibility to allow for different District functions.
 - Provide an overall architecture that is conducive to future growth of information sharing, services and functions that is easily maintained by the District's departmental personnel.
 - Be able to track site analytics using Google Analytics or comparable tool. Maintenance software which includes reporting functions would be valuable.

- Have the ability to create and use electronic submission forms.
- Provide ability for super users/content managers to create new pages easily within the CMS with easy access to standard formatted pages for consistency in design creation.
- The vendor will strictly follow CCSD’s style guide in creating a uniform look for the district and school websites utilizing correct font’s, logos, and school colors. The CMS should be designed to prevent alternative fonts, colors, and anything that could affect the district’s ability to be in compliant with the American Disability Act and WCAG 2.0 guidelines. The style guide will be provided to the vendor.
- Ability to create splash pages at the district level that will sync and be visible across the district and individual school websites.
- School website template that will incorporate a feed from the district website.
- A CMS that **MUST** be designed for easy web editing and publishing for school level site managers.
- CMS needs to be structured to allow for seamless integration with video and images including high definition video and drone footage.

Provide a system for easily tracking all edits made across the district and school websites on a daily basis. This includes reports that will detail all administrators that are signed in, make edits and publishing request.

File directory that is backed up on a daily basis and not able to be manipulated by anyone outside of a super admin. The directory will also be able to filter files and images by size, name and date modified and published.

Responsive design including watch, mobile, tablet, laptops and desktops ranging from 320 pixels to 1920 pixels wide.

System must be able to handle over 1 million visitors and 5 million page views annually.

A testing website must be utilized to handle any features, pages or websites prior to publishing live.

Vendor must provide CCSD with one primary contact that is accessible by district administrator upon request. The contact must be available or readily provide someone that can provide immediate assistance 24/7.

Technical support will be available 24/7 online or via phone for roughly 200 district and school employees of varying levels of permissions.

District and school specific calendars must be available to be downloaded directly to calendars of all computers and devices that use Windows, Apple, Android and IOS operating systems.

The vendor must provide a strict timetable that is approved by the district administrator. This includes detailed design steps that must be signed off on by CCSD in the design and implementation phase.

Mobile app for website that integrates CCSD website, school websites, and social media; allows mobile users to access from multiple platforms; interfaces with PowerSchool to allow access to student management data; allows customization for schools; allows push notifications

WEBSITE RE-DESIGN

- Complete “from the ground up” redesign for District site and integrated employee intranet
- Responsive design for multiple sizes, including mobile and tablet access
- Ability to customize templates and themes
- Built on web industry user experience (UX) standards and best practices
- Web browser agnostic
- Integrated search and translation
- Templates that have standard page layouts
- Templates that facilitate uniformity in presentation and navigation across sites
- Home page facilitates access to top content with all content accessible within three clicks from the home page
- Widgets and/or web boxes for image slider, news, events, quick links, alerts, social media

PROGRAMMING, IMPLEMENTATION, AND DEVELOPMENT

Implementation, Training, Support

- Project management services including implementation timeline
- Project map/plan to communicate implementation stages
- LDAP (Lightweight Directory Access Protocol) and/or Active Directory integration available.
- Offeror provides technology specifications for best user experience.
- Setup and testing by the vendor included
- Software updates included with notification alerts
- Initial on-site or web-based training available
- Integrated self-service, searchable Help system with documents and/or videos

- Domestic technical support is available by live chat and/or toll free phone call 24 hours a day and 7 days a week
- Provide online support, phone support, and/or onsite support
- Offers multiple language support (Spanish, English, French, etc.)

Administration Tools and Content Management System (CMS)

The product proposed will allow for delegated content management. The District's preferred website model calls for authorized District staff to have the ability to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental events, removing old and outdated information and general noticing. A staff webmaster(s) should have more comprehensive ability to provide quality control and the ability to update non-routine information. Therefore, a system needs to be structured for maintenance and updating capabilities by non-technical staff. The District is interested in a robust content management process and is open to ideas on how best to accomplish this aspect of the website. Describe your proposed product's capabilities for different levels of delegated content management.

The vendor's proposed product will:

- Facilitate centralized management at district level of users, sites, resources, apps, and workflow
- Integrate analytics reporting for all sites
- Support single sign-on access to other web-based systems for board, employees, parents, and students
- Support high volume of users and multiple user roles and group levels with permissions-based access to content and capabilities and universal access to site admins
- Support user self-registration
- Support data management, such as importing and maintaining directories, at district level
- Support user password recovery or reset

Conversion and Migration Services

- Provide project management for the conversion and migration of proposed platform.
- Migrate all district website/webpages and all associated content
- Ability for all existing URLs to function after transition to new site
- Migration will be completed by a date agreed to by District and Offeror
- Any issues discovered after the site goes live will be remedied by vendor

HOSTING

Solution should be a vendor hosted system. The solution must not require onsite hardware to be housed by Charleston County School District.

- Hosted system provided to the District should follow "industry best practices" as it relates to design, development, and delivery of the applications.
- Offeror should be able to provide sufficient background information as to the process used to design, develop, test, and implement their finished product to the organization.
- CMS upgrades should reflect due care and due diligence minimizes the risk to the organization and to the information that the organization controls.
- Hosted system should be available to the District to the full extent possible (24x7) with as little service interruption as possible.
- Hosted system should provide ample storage for files and content.
- Hosted system should be on certified and secure servers protected by firewall and other network devices, daily data back-ups, and real-time data center backup availability 24/7/365.
- Hosted system should be located in datacenter with multiple Internet carriers with connections to different Internet backbones.

- The Offeror shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Offeror under this contract or otherwise provided by the School District.
- To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of School District data, the Offeror shall afford the School District access to the Offeror's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- If new or unanticipated threats or hazards are discovered by either the School District or the Offeror, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other.

Timetable

The vendor must be able to have the ability to have **ALL** district and school websites available to go live no later than August 1, 2019. Any problems or issues that would prevent this should be communicated and approved by CCSD.

Innovation and Vision

Evidence that the vendor has the necessary services to comply with current and future guidelines pertaining to WCAG 2.0 government standards. The vendor must also clearly demonstrate the ability to handle website issues including integrating new media, possible LMS systems into websites without diminishing page speed, navigation and accessibility.

NOTIFICATION SYSTEM

A. GENERAL

Charleston County School District requires an automated notification system to notify students, parents, and staff of important information automatically. The system must be capable of delivering messages by telephone, email, and cell phone text messaging.

The solution must provide for district-wide notifications, and notifications by individual learning communities and individual schools for matters related to single and/or multiple sites. The District will consider different types of solutions, for example vendor-hosted service, a district-hosted enterprise system, etc. The solution chosen will provide at least the following capabilities:

- Transmission of general messages by the District or each facility as needed.
- Rapid transmission of emergency notifications to large numbers of recipients. (Speed of message delivery must exceed industry standards and maintain consistency during regional/national crises.).
- Daily messaging to parents about student attendance or disciplinary information.

Additional information:

- Charleston County School District has 84 schools and programs, two major administrative sites, and several smaller district offices.
- There are approximately 48,330 students, and 8,000 staff.
- All sites have stand-alone PBXs or key telephone systems.
- There are 71 Avaya 8000 series switches and 6 WIN systems.
- The District is served by three local exchange carriers; AT&T is the primary care provider while TDS and Frontier serve nine sites in outlying areas of the district.
- The District has a wide area network with Metro-Ethernet 10/100M B circuits and seven sites on T-1 circuits.
- The student information system is Pearson's PowerSchool.
- The ERP system is Tyler Technologies MUNIS.
- The e-mail system is Google Mail.

B. SOLUTION REQUIREMENTS

The selected solution will meet at least the following minimum requirements:

Hosted System

Solution should be a highly available vendor hosted. The solution must not require onsite hardware to be housed by Charleston County School District.

- Hosted system software provided to the District should be designed with "industry best practices" as it relates to the design, development, and delivery of the applications.
- Companies should be able to provide sufficient background information as to the process used to design, develop, test, and implement their finished product to the organization.
- The process associated with version releases and upgrades should reflect that due care and due diligence and providing a product to the organization that minimizes the risk to the organization and to the information that the organization controls.
- Hosted system should be available to the District to the full extent possible with as little service interruption as possible.
 - What is the solution's guaranteed uptime percentage or service level agreement?

Security and Privacy

Awarding of this bid will be contingent upon passing a final CCSD Security review/test and meeting all security requirements.

- Hosted system should be on certified and secure servers protected by firewall and other network devices, daily data back-ups, and real-time data center backup availability 24/7/365.
- Hosted system should be located in datacenter with multiple Internet carriers with connections to different Internet backbones.
- The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other

Core Requirements:

- Integration with PowerSchool that allows students, parents, and staff data to be added/changed/deleted to/from PowerSchool including courses, attendance, bus schedules, sports, etc.
 - Does the product operate within the PowerSchool system?
 - Does the product function via file import process?
- Ability to utilize data from MUNIS to retrieve employee data including name, landline and cell phone number(s), and email address(es)
- Ability to take feeds from multiple systems accurately, automatically, timely without user intervention
- Ability to take in data and accurately update same, including additions, deletions, and updates of data without duplication
- Ability to do push notifications
- Ability to send messages by phone, text messaging, and email
 - Message Delivery Speed
 - What is the volume of calls per minute your product can send?
 - What is the volume of text messages per second your product can send?
- Ability to send messages to multiple recipients for same student (i.e., if one student has divorced parents, both parents must be able to receive messages)
- Send messages to multiple contact numbers of the same person, at the same time (i.e., recipient requests to have messages sent to more than one email address/phone number)

- Choose a hierarchy of contact information (preference for what number to call first, second, etc.)
- Schedule messages in advance including the ability to save your draft (including the contact list)
- Have multi-tiered demographic structure for each person (i.e., John Doe is a student at Morningside, in 6th grade, with two parents on file, basketball player, etc. – all information should be segmented to use for targeting calls, rides bus 6)
- Have user accounts segmented by location and role types
- Ability to define different role types including user permissions and data access levels within the system administration based on location.
- Ability to set call time windows and schedule black-out times
- User-friendly at all levels, easy to understand how to use the system
- Reporting capability including missed calls, dropped calls, cut off calls
- Proposal should include details on solution capacity, typical timing performance data for various call volumes
- Proposal must include support information, including the type of support and pricing structure (for example, 24/7 live customer support, online support, etc.)
- Easy update and removal process for do not contact list
- Ability to consolidate multiple calls to one number (i.e., same message to a parent with multiple children only received once)

C. SOLUTION PREFERENCES

The selected solution may meet the following preferences:

- Ability for recipient to retrieve and replay messages
- Ability to create message templates
- Responsive web design for easy reading and navigation across a wide range of devices (desktop computers monitors, mobile phones, tablets, iPads, etc.)
- Mobile app for iOS and Android
- Ability to provide a non-fee subscription sign-up portal for message recipients to maintain their contact preferences, landline and cell phone number(s), and email address(es).
- Ability to set expiration times for messages
- Ability to record and receive messages in multiple languages (i.e, press 1 for English and 2 for Spanish)
- Ability to create subgroups on the fly (i.e., teacher sends message to 5th period business class to remind them they have a test)
- Workflow for message approval

App [Cross-platform application available for use by both the system users and recipients] to provide easy access to district-specific information and resources

8.0 INFORMATION FOR OFFERORS TO SUBMIT

CONTENTS OF OFFER: The contents of your offer must be divided into two parts, the technical proposal and the business proposal.

FORMAT FOR PROPOSALS The proposal must be in two parts. The first part is the Offeror's Technical proposal. Technical Proposals are to be prepared in a manner designed to provide the District with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. Each response shall clearly indicate whether the Offeror's proposal complies or does not comply with the requirements of this RFP. Offerors shall explain in detail, the method used to meet each requirement. Elaborate brochures and other promotional materials are not desired. The Offeror shall not include any cost information in the Technical Proposal. Proposals should be tabbed to provide the evaluation team with an easier way to locate information.

The second part is the Offeror's Business Proposal. Only submit one original and one copy of the Business Proposal. Do not include any portion of the Business Proposal within the Technical Proposal. The Business Cost Proposal must be a separate document in a separate sealed envelope within the package. The Offeror shall not include any technical information in the Business Cost Proposal.

Proposal Instructions: The Technical Proposal shall include the information listed below, tabbed and indexed in the following sequence:

1. Official Proposal Form

- 1.1 Enclose the Official Proposal Form, which must be completed and signed by a company officer with the authority to contract for services. This form is the first two pages of the Request for Proposals solicitation document.

2. Executive Overview

- 2.1 Your offer should include a summary of the proposed solution that reflects your understanding of both the district's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization

3. Offeror Experience and Capabilities

- 3.1 Comprehensive description of the firm's experience in supplying the services required by this Request for Proposals, preferably with a school district setting.
- 3.2 Three business references for similar projects to include name of client organization, title and phone number of client contact, and dates of project; with general details of the services provided.
- 3.3 The offeror shall address the capabilities to expand the number of pages developed and hosted should the District decide to expand the project to the school websites.

4. Offeror Project Manager and Project Personnel

- 4.1 Resumes or Business Experience Summary of Project Manager, Project Staff and other parties who will provide services for the project.

5. Response to Scope of Work Requirements

- 5.1 Discussion of or response to the requirements of the Scope of Work.
- 5.2 Statement of the responsibilities of the vendor and the District.

6. Other Information

- 6.1 Statement of any litigation to which the Offeror has been a party in the last twelve months.
- 6.2 Statement of any exceptions proposed to the requirement of this Request for Proposals or the Terms and Conditions of the contract.

7. Statement of additional or optional services which are not requested in this Request for Proposal; that are offered for the benefit of the District.

7.1 Pricing for additional and optional services is to be included in the Price Proposal. Additional services must follow the general scope of the project. Limited additional pages to one page each service.

In addition to forms and/or information required elsewhere in this solicitation, the bidder must provide a copy of any required contractor license(s). Failure to provide this information may make your bid non-responsive.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the CCSD may evaluate your proposed Subcontractors.

9.0 BIDDING SCHEDULE / COST PROPOSAL

PRICE PROPOSAL: Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

Charleston County School District Internet:

Website Re-Design (One-time cost) \$ _____

Programming, Implementation, and Development (One-time cost) \$ _____

Hosting to include Support 24/7/365, Maintenance, and Security and Privacy \$ _____ per year X 5 year s \$ _____

Content Management System (To include installation, implementation, Project Manager for implementation, and Software cost) (One-time cost) \$ _____

Software License/Maint Renewal \$ _____ per year X 5 years \$ _____

Total for Charleston County School District Internet \$ _____

Charleston County School District Intranet:

Website Re-Design (One-time cost) \$ _____

**Programming, Implementation, and
Development (One-time cost)** \$ _____

**Hosting to include Support
24/7/365, Maintenance, and
Security and Privacy** \$ _____ per year X 5 year s \$ _____

**Content Management System
(To include installation, implementation,
Project Manager for implementation, and
Software cost) (One-time cost)** \$ _____

Software License/Maint Renewal
\$ _____ per year X 5 years \$ _____

Total for Charleston County School District Intranet \$ _____

Notification System Pricing

Table A: System Cost

	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	Core system pricing including hosting costs						
3	License (Administrators)						
4	License (other than Administrator)						
	Total for Table A						

Table B: Implementation & PM

	Description	Qty	Daily Rate	Hourly Rate	Total
5	System Installation (One Time Cost)	N/A	N/A	N/A	
6	Implementation (One Time Cost)	N/A	N/A	N/A	
7	Project Manager for Implementation				
	Total for Table B				

Table C: Training

	Description	Qty	Daily Rate	Hourly Rate	Total
8	Training – Onsite				
9	Training – Offsite				
	Total for Table C				

Table D: Support & Maintenance

	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
10	Support 24/7/365						
11	Maintenance						
	Total for Table C						

Table E: Integration

	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
12	Data integration (PowerSchool and Munis)						
13	Active Directory Integration						
	Total for Table D						

Table F: 5 Year Total

	Description	5 Year Totals
	Table A: System	
	Table B: Implementation & Install	
	Table C: Training & PM	
	Table D: Support & Maintenance	
	Table E: Integration	
	Grand Total for All 5 Years	

GRAND TOTAL FOR ALL SERVICES _____

(WEBSITES AND NOTIFICATION)

THE FOLLOWING IS FOR INFORMATION PURPOSES ONLY AND WILL NOT BE PART OF THE EVALUATION:

Charleston County School District Schools Websites (84 Schools):

Websites Re-Design (One-time cost)

(2-3 template designs, based on current
CCSD branding standards, to be used as
selections for school websites)

\$ _____

**Programming, Implementation, and
Development (One-time cost)**

(To include migration from current school
website design and platform onto their new platform,
Training provided for school site managers)

\$ _____

Hosting to include Support

24/7/365, Maintenance, and

Security and Privacy \$ _____ per year X 5 year s \$ _____

Content Management System

(To include installation, implementation,
Project Manager for implementation, and
Software cost) (One-time cost)

\$ _____

Software License/Maint Renewal

\$ _____ per year X 5 years \$ _____

**Total for Charleston County School District School
Websites**

\$ _____

(NOTIFICATION SERVICES OPTIONS)

	Description (Options, Do not include in above totals)	Per Year Cost
1	Mobile app	
2	Weather Alert Integration	
3	Crisis Management Integration	
4	Social Media Integration	
5	GIS Integration	
6	Conference Bridging	

IX. Attachments to Solicitation

- A. Minority Participation Affidavit**
- B. Offeror's Checklist**
- C. Questionnaire**
- D. No Bid Response**
- E. Software Vendor Information Form(Complete if applicable)**

Attachment A

Minority Participation Affidavit

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

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

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

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

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

Attachment B

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

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

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

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

Attachment C

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from agencies you have performed similar services for in the past two (2) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone # /email: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email _____

Attachment D

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: P1901 Website Design

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to Charleston County School District. Our objections are.....

- 6. We do not sell the items/service on which bids are requested.
- 7. Other

- 8. We wish to remain on the bidders' list.
- 9. We wish to be deleted from the bidders' list.
- 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____

Attachment E

SOFTWARE VENDOR INFORMATION FORM

Form to be completed by the vendor and returned to the CCSD sponsor.

Section 1: Product and Contact Information

Software Title: _____ Version: _____ Copyright Date: _____

Manufacturer: _____ Website: _____

Vendor Contact Name: _____ Tel. #: _____

Customer Service/Technical Support Tel. #: _____

Person(s) completing form: _____ Tel. #: _____ Date: _____

Section 2: Licensing and Costs

How is this product licensed? *(check all that apply)*

<u>Type of License</u>		<u>Frequency/Length</u>
<input type="checkbox"/> Enterprise	<input type="checkbox"/> PC	<input type="checkbox"/> Annual
<input type="checkbox"/> Site	<input type="checkbox"/> Concurrent users	<input type="checkbox"/> Perpetual
<input type="checkbox"/> Server	<input type="checkbox"/> Named users	<input type="checkbox"/> Other <i>(please describe)</i> : _____

Provide information concerning the costs associated with your product. In the blanks below, indicate costs relating to a package that you think would be most appropriate for Charleston County School District. *(Attach additional cost scenarios or plans that may be appropriate. Also attach cost information for various maintenance and support contract options, installation support, technical support, and any other related costs or fees.)*

- License Purchase Cost: _____ (*indicate type of license*)
- Volume Discount Cost: _____
- Initial Installation Cost: _____ Explain: _____
- Annual Cost (after year 1): _____
- Annual Technical Support Cost (after year 1): _____
- Initial Training Cost: _____
- Ongoing Training Cost and Frequency: _____

Section 3: Technical Information

Recommended Client/Workstation Specifications:

*(Please note that these are the **RECOMMENDED** specifications, **NOT** MINIMUM specifications.)*

Desktop Operating System: _____ CD-ROM/DVD: _____

Processor Speed: _____ Sound Card: _____

Memory: _____ Printing Configuration: _____

Available Hard Disk Space: _____ Internet Browser: _____

Video (monitor or video card): _____

Audio Visual (*headphones/speakers*): _____

Plug-ins (*QuickTime, Flash, ActiveX, Shockwave, etc.*) **Be sure to indicate ALL required plug-ins versions:**

Application Integration Compatibility:

- (1) Does the application need to maintain user records? No Yes
- (2) Is the application SIF version 2 certified? No Yes
- (3) With which of the following is the Application DirXML compliant?
 eDirectory GroupWise Delimited Text
- (4) In what database and version can or do application user records exist?
- (5) Does the application need to grant user access? No Yes
- (6) Does application support user login via native eDirectory access? No Yes
- (7) Does the application support user login via LDAP password check? No Yes
- (8) Does the application perform bind operation? No Yes
- (9) Does the application make use of LDAP external groups and/or attributes? No Yes
- (10) Does application require Active Directory user accounts? No Yes
- (11) Does application support other authentication to external identity store? No Yes
- (12) Application authentication supports the following encryption methods:
 SSL TLS PKI Certificates RADIUS
- (13) Application client-server communications support the following encryption methods:
 SSL TLS PKI Certificates RADIUS
- (14) Does application provide a web-based client? No Yes
- (15) Does the application database have to be on the same box as the application server itself?
 No Yes
- (16) Which web platforms are supported?
 Apache Version _____ IIS Version _____ Other: _____

CCSD Server Requirements:

Is the application to be installed on a server located in CCSD?

No

Yes: Recommended Server Specifications:

Network Operating System: _____ Available Hard Disk Space: _____

Processor Speed: _____ RAID Level: _____

Memory: _____ CD-ROM/DVD: _____

Other Special Requirements: _____

Hosted Application Information:

(Complete this section if the application is an online service hosted outside of CCSD)

- (1) Are there any restrictions, requirements, compatibility requirements in using the service?
 No Yes
- (2) What is your bandwidth capacity? What percentage is available for CCSD?
- (3) What outbound ports are required?
- (4) Are any inbound ports required? No Yes: What are they? _____
- (5) Does the application support caching, proxy, bandwidth management/traffic shaping or other such network appliances?
 No

 Yes: Are there restrictions on types, versions, etc? _____
- (6) Are there any minimum web/internet protocol compatibility requirements such as HTTP version, IPv4, IPv6, etc? No Yes: What are they? _____

- (7) What is the minimum usable bandwidth required at the client user desktop?
- (8) Does your application link to other sites? No Yes
- (9) Can application/service be utilized over wireless technologies?
 No
 Yes: Which ones and what is the minimum bandwidth required at the client user desktop?
-
- (10) Does the application require Java and/or other Java components or variants?
 No
 Yes: Indicate any versioning restrictions _____
- (11) Does the application require vendor-supplied client software to be installed? No Yes
- (12) Are user names and passwords encrypted during transmission? No Yes
- (13) Are user names and passwords encrypted in the database? No Yes
- (14) Are browser cookies required? No Yes
- (15) Are pop-ups required? No Yes

Section 4: Recommended School and District Resources

(1) Describe the school-based personnel resources that your company recommends in order to achieve maximum benefit from your program.

School-based position(s): <i>e.g., site manager, certified teacher, para-professional, principal, parents, others</i>	Skill Requirements for this Position	Role/Level of Involvement for this Position	Percent of Staff Person's Time Required for Acceptable Implementation

(2) Describe the district-based personnel resources that your company recommends in order to achieve maximum benefit from your program. If this application is hosted by CCSD, include an estimated time for recommended routine maintenance/support.

District-based position(s): <i>e.g., district-level administrator or project manager</i>	Skill Requirements for this Position	Role/Level of Involvement for this Position	Percent of Staff Person's Time Required for Acceptable Implementation

(3) Describe the recommended training and professional development activities for successful implementation. Be sure to include initial as well as ongoing requirements.

Purpose	Audience/ Participants	Trainer	Time Required

(4) What are the facility requirements and room configuration considerations for your software? Considerations may include: the optimal room configuration, furniture arrangement, lab vs. classroom use?

(5) Describe the support that the vendor will provide to school administrators to ensure appropriate and successful implementation of this software? *(Be sure to indicate whether the vendor will help schools develop appropriate implementation plans and goals.)*

Section 5: Implementation Timeline

Given the size and characteristics of Charleston County School District, provide general recommendations for an implementation timeline. Be sure to address any preparation that may be required by the district prior to implementation, the schedule through which the software would be implemented at additional sites, and any other considerations that would affect the timeline.