

FIXED PRICE BID

Solicitation Number: B 2315

Description: Information Technology Temporary Employee Services for Charleston County School District

Date: February 15, 2023

SUBMIT QUESTIONS BY: February 23, 2023 BY 11:00 AM

SUBMIT BID BY: March 3, 2023 BY 2:00 PM ET

NUMBER OF COPIES TO BE SUBMITTED: ONE ORIGINAL

PROCUREMENT OFFICIAL CONTACT: Procurement Services
 Attention: Debbie Coen, NIGP-CPP, CPPO, CPPB
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-1982
 Fax: 843-566-1972
 Email: debra_coen@charleston.k12.sc.us

Bids are to be submitted on the Bid Form provided; enclosed in a sealed envelope with the name and address of the bidder, and solicitation number with description, clearly marked on the envelope.

ALL BIDS MUST BE SIGNED BY A COMPANY OFFICIAL DULY AUTHORIZED TO BIND AN AGREEMENT FOR THAT COMPANY

You must submit a signed copy of this form with your offer. By submitting, you agree to be bound by the terms of the Solicitation.		
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 on or before **3/30/23**. The award, this solicitation, and any amendments will be posted at the following website URL:

<https://www.ccsdschools.com/Page/432>

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:

Small Women Minority Business Enterprise or Entity (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.**

Solicitation Number: B2315
Information Technology Temporary Employee Services for Charleston County School District

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

Procurement Services
Attn: Debra Coen, NIGP-CPP, CPPO, CPPB
3999 Bridge View Drive
North Charleston, SC 29405

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1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Fixed Price Bid	February 15, 2023
2. Non-mandatory Pre-proposal conference	None
3. Deadline for receiving questions	February 23, 2023 by 11:00 AM
5. BID SUBMISSION DEADLINE.	March 3, 2023 by 2:00 PM ET
6. Contract Award (estimate)	March 2023

2.0 SCOPE OF SOLICITATION

The purpose of this solicitation is to establish sources of supply for Temporary Information Technology Personnel Staffing Services. As a fixed price bid, vendors may be added on a semi-annual basis during the course of the contract.

The District is seeking competitive sealed bids to select vendors to provide Temporary Information Technology (IT) personal. The overall objective of this Request for Bid is to establish a Qualified Provider List (QPL) of vendors who shall provide services for specific projects to include but not limited to troubleshooting high-level support problems within the District. The amount of work assigned per vendor is not guaranteed and shall be assigned as and when determined by the District

3.0 INSTRUCTIONS TO BIDDERS

A. General Instructions

Only one copy of the bid is required, unless specified elsewhere herein.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the bid during the contract period.

By submission of a bid, you are committing to supply the awarded system to every school where the system is needed for the duration of the contract. Allowable price differences are restricted to changes of quantity "n" devices as indicated below.

Tie bids will be resolved as outlined in the Charleston County School District Procurement Code.

Do not include any sales taxes in the bid price shown that the District may be required to pay. This procedure is necessary by S.C. Tax Commission Sales and Use Tax Regulation 117-174.95.

The District reserves the right to reject any and all bids and to cancel the solicitation.

Unit prices will govern over extended prices unless otherwise stated in bid.

Bid prices which include all handling, packing and transportation charges.

Delivery by the contractor to a common carrier does not constitute delivery to the District. Any claim for loss or damage shall be between the contractor and the carrier.

If items have brand name and/or model number, specify same in the bid.

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: <https://www.ccsdschools.com/Page/432>
- (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 any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT by submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with 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. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

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.

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 purchase orders awarded as a result of this procurement are between the Vendor and the District. The Board is not a party to such purchase orders, 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 purchase order.

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 <https://www.ccsdschools.com/Page/257>

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 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 Coen, Technology Procurement Administrator**. No company should contact District staff directly. All questions should be directed in writing to Debra Coen. Email debra_coen@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.

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B. Special Instructions

DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

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.

CHANGES:

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services.

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

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

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

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

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 Fixed Price 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.

EQUAL OPPORTUNITY:

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES CCSD may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY -- UNKNOWN The total quantity of purchases of any individual item on the contract is not known. CCSD does not guarantee that the CCSD will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

FALSE CLAIMS:

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

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.

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.

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

Federal Liability Insurance including completed operations and product liability covers:

1. General Aggregate (Except Products – Complete 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 coverage 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.

NO INDEMNITY OR DEFENSE:

Any term or condition is void to the extent it requires CCSD to indemnify, defend, or pay attorney's fees to anyone for any reason.

NO 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.

PAYMENT and INTEREST:

(a) CCSD shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

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 bid schedule certifies that the bid is accurate and binding and that all costs are shown and accurately reflects the total cost. All prices shall be stated in United States currency.

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 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.

PUBLICITY:

Contractor shall not publish any comments or quotes by CCSD employees or include CCSD in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

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.

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.

SURVIVAL OF OBLIGATIONS:

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

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. It is Charleston County School District's intent to contract with the successful bidder by entering into a One (1) year agreement from the date of contract execution. An option to renew for four (4) additional one (1) year periods shall be provided if agreeable by both parties.

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.

THIRD PARTY BENEFICIARY:

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

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.

5.0 QUALIFICATION OF OFFEROR

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of CCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS -- REQUIRED INFORMATION: In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information) with bid or within 2 days of request by CCSD:

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) Completion of Questionnaire attachment.

MANDATORY MINIMUM

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

1. Bidders must have one (1) year experience providing temporary personnel services within the state. Bidders who have not been in business for a minimum of one (1) year will be deemed non-responsive and will not be considered for award.
 2. Bidders must have a full-service office providing temporary personnel services within 1 hour of CCSD's Operations Office located at 3999 Bridge View Drive, North Charleston, SC 29405. Full-service shall mean:
 - a. Business hours of 7:00 am to 4:00 pm, Monday through Friday (minimum) with staff capable of handling inquiries/orders during those business hours. In addition, staff must respond to calls 30 minutes before and after business hours and during lunch hours.
 3. Bidders must have the ability to float payrolls for a period of up to sixty (60) days.
- (b) The Procurement Officer may, in her discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.
- (c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

6.0 BASIS OF AWARD - FIXED PRICE BIDDING

AWARD CRITERIA: Award will be made to all responsive and responsible Offerors.

BIDS RECEIVED AFTER AWARD - FIXED PRICE BIDDING

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to CCSD's original fixed price bid as authorized by the solicitation.

7.0 SCOPE OF WORK / SPECIFICATIONS

The purpose of this bid invitation is to provide sources for temporary personnel staffing services on an “as needed” basis as listed herein for CCSD. Contractors are needed within the district. Contractor will be placed on a qualified provider list that Charleston County School District (CCSD) will utilize when seeking temporary personnel services. Being placed on the qualified provider list does not guarantee that a contractor will be asked to supply temporary personnel.

Cooperative Purchasing: The goal of this FPB is to establish a Contract for temporary IT employee services to Charleston County School District and any other school district that choose to use the Contract.

Although this section reflects the needs and requirements of the Charleston County School District, other School Districts within the State of South Carolina may have different requirements. The awarded Offeror(s) will have the ability to offer their temporary IT employee services to other school districts as they request.

When using a contractor, CCSD will contact a contractor to service their area/location to fill CCSD’s need for temporary personnel for the job position desired. If the contractor is not able to fill that need (the inability must be documented), CCSD will refer to another contractor for service. This procedure will be utilized for each job position needed.

CCSD has established a temporary personnel service job position and accompanying job descriptions (See BIDDING SCHEDULE / COST PROPOSAL). For job positions needed and not defined in this bid, CCSD will procure for that need in accordance with the CCSD Procurement Code. New job positions and the accompanying job descriptions may not be added to the contract by the contractor or CCSD. Only the CCSD Contracts and Procurement Office may add additional positions and accompanying job descriptions.

CCSD will negotiate hourly pay rate for these job positions (See BIDDING SCHEDULE / COST PROPOSAL) based upon current market rates. Contractors will invoice CCSD at the hourly pay rate plus the mark-up percentage.

CCSD may request interviews with temporary personnel prior to assignment. These interviews will be at the contractor’s expense. Interviews will be no longer than one (1) hour in duration.

Depending on CCSD, the temporary personnel may be asked to sign information security documents, confidentiality documents, acceptable use policies, and access agreements. This does not construe any employment agreement.

It is understood and agreed that any temporary personnel assigned to CCSD is an employee of the contractor and all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the contractor.

The temporary personnel must be W-2 employees of the contractor and not 1099 employees ("1099" is the reporting form used to document income paid to a person who is operating as an unincorporated business, IE, as a sole proprietor [the default mode of operation if you do contract work and you don't set up an LLC, a corp, etc]).

Compliance with the Affordable Care Act (42 U.S.C. §18001 et.seq (2010)) and its related regulations is the sole responsibility of the Contractor and its employees. The State, its political subdivisions and other using entities shall have no responsibility for any payment or cost associated with required contributions, fees, charges, penalties or other payments which are required to be paid by Contractor or the State or its political subdivisions for Contractor’s employees for any coverage made available or required to be offered and procured by any employer under the Act.

Contractor further agrees that it will hold the district, its political subdivisions and other using entities harmless and will fully indemnify the same for any charges, fees, penalties, interest or any sum or cost whatsoever arising from its use of Contractor's employees pursuant to the contract for temporary personnel staffing services, now or in the future, including for compliance under the Act.

The CCSD Contracts and Procurement Office reserves the right to terminate any contract where the contractor is unable to meet payroll demands or where payroll checks are returned due to "insufficient funds".

Contractor will perform screening to ensure that the temporary personnel have the skills necessary to perform all duties listed in the position description for the assignment which they are being submitted. This screening must be performed prior to the assignment.

Contractor will conduct a criminal history background check for its employees working under this contract and provide CCSD with the documentation prior to the assignment's start date. The scope will be nationwide and, at a minimum, must include federal, state, and county records for all states where the Contractor's employee has resided in the past seven years and a sex offender registry check.

Assignments may require a drug screening before and during assignment. If CCSD determines it is necessary and requests, the Contractor will conduct a drug screening and confirm a negative drug screen to CCSD. The minimum drug screening requirement is the US Department of Health & Human Services 5-panel DOT screening. A negative TB test will be required for all temporary personnel prior to starting work assignment.

Contractor will be responsible for conducting both checks in accordance with the Fair Credit Reporting Act (FCRA), including all of its notification requirements. CCSD will notify the Contractor if a report will render Contractor's employee unacceptable for the assignment, so Contractor may also comply with FCRA's notice requirements before and after taking adverse action. Contractor should redact sensitive data, including social security numbers and dates of birth, prior to sending documentation to CCSD. The price a CCSD will be billed for a drug screening should be included on the bid schedule.

Contractor must offer timely follow-up service to ensure satisfactory performance of all temporary personnel. Any temporary personnel found to be unsatisfactory within forty-eight (48) hours (2 working days) of assignment will be replaced at no expense to CCSD.

Contractor must provide web-based time sheets and record keeping systems. Any web based system should include on-line invoicing as well as access to prior invoices and payment status. Only certain authorized CCSD Full Time Employees (FTE) may approve temporary personnel time sheets. These authorized CCSD FTEs will be identified at the beginning of any assignment. Time sheets may not be approved by any temporary staff. Mileage records must be submitted with details indicating beginning and ending of each reimbursable trip. Mileage will be reimbursed in accordance with IRS regulations.

Invoicing shall be in accordance with the standard procedures of the individual contractor.

If CCSD plans to hire temporary personnel as a state employee, CCSD will retain the temporary personnel placed by the contractor on the contractor's payroll for a minimum of sixty (60) calendar days prior to hiring the temporary personnel as a state employee.

CCSD will utilize temporary workers a minimum of three (3) hours per assignment. Any hours worked over forty (40) hours within one (1) week will be considered overtime. A week runs from Sunday to Saturday when calculating overtime. Overtime must be verified by CCSD prior to billing.

Both CCSD and contractor will have the right to refuse to rehire former temporary personnel who are considered unsuitable. Contractor will also verify that any temporary personnel who have previously worked for another temporary personnel staffing agency have not been let go from any previous assignment with the State.

Temporary personnel must have a current, valid State Driver's License in order to drive a CCSD vehicle. Contractor will be responsible for any traffic citation that the temporary personnel receives while driving a CCSD vehicle.

Contractor is required to have available testing and training services to improve existing skills of current temporary personnel and/or measure skills of potential temporary personnel for white collar positions. Testing services must measure, at a minimum, speed, accuracy and proficiency. Training services provided by contractor must teach proficient use of basic functions and current skills.

Advertisements and information given to temporary personnel by the contractor must accurately describe the position in writing.

Temporary Personnel may request copies from the contractor of all documents they sign for assignments.

Temporary Personnel may not benefit or profit from any assignment of temporary personnel related to this contract.

All work shall be performed on-site.

Engagement lengths vary based upon the project. The direct supervisor for the personnel will vary based upon the project.

Current technology used within the District includes but not limited to:

- 1) Microsoft Servers
- 2) Active Directory with single sign-on and provisioning
- 3) HP server environment
- 4) Dell PC / Laptop for staff and students
- 5) iPads & Macbooks managed by JAMF MDM
- 6) Chromebooks managed by Google Administration console
- 7) Virtual Server environment
- 8) Help Desk software - HEAT (by Front Range)
- 9) Promethean interactive display boards
- 10) Cisco and Brocade switching environment
- 11) Cisco and Aerohive wireless environment
- 12) Lightspeed and Audio Enhancement systems
- 13) Cisco VOIP Phone System

It is possible that CCSD may request a temporary agency to assist in locating and placing an employee as a FTE with Charleston County School District. Such an arrangement will be negotiated and fees for this shall not exceed 20% of the employee's first year salary. All current CCSD HR procedures will be followed for placement.

8.0 BIDDING SCHEDULE / COST PROPOSAL

Position descriptions – All positions will have a general description of the tasks and responsibilities assigned. Most positions have levels of experience or training involved. These levels are described as follows:

- a) **Level I** – General knowledge of the subject area. Works independently with some oversight and management.
- b) **Level II** – Detailed knowledge of the subject area. Works independently with minimal oversight and management.
- c) **Level III** – Advanced knowledge of the subject area. Works to help implement SOP's, Policies, and some management of Level I and Level II's.
- d) **Manager Level** – Detailed knowledge and experience managing resources in the subject area. This position may be used as a Project Manager in smaller projects with a limited scope.
- e) **Consultant** – Considered subject matter experts with proven experience working in large enterprise customers similar in size to the District. IT Infrastructure.

It is not compulsory to provide all positions. If a position is not going to be included simply mark that line as “no bid”.

Item Description: General IT Tech (Limited IT experience)
Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: General IT Tech (Limited IT experience)
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: To perform general assistance with the support of technology equipment.

PERFORMANCE RESPONSIBILITIES:

1. Provide general assistance with the support of technology equipment including laptops, desktops, pcs and printers.
2. Moving installing or completing inventory of IT equipment .
3. Have general IT knowledge
4. Use Microsoft Word and Excel
5. Performs other related duties as assigned by manager and/or assistant manager.

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: One year related experience

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Help Desk Technician Level I

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Help Desk Technician Level 1
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: Answer telephones in our Help Desk call center and Provide support to customers..

PERFORMANCE RESPONSIBILITIES:

1. Answer telephones in our Help Desk call center and provide support to customers
2. Escalate service request as needed
3. Have general IT knowledge
4. Use Microsoft Word and Excel
5. Performs other related duties as assigned by manager and/or assistant manager.

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 1- 3 years Customer service support preferred in call center
 1-3 years Technology support experience

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Help Desk Technician Level II

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Help Desk Technician Level II
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: Answer telephones in our Help Desk call center and Provide support to customers..

PERFORMANCE RESPONSIBILITIES:

1. Answer telephones in our Help Desk call center and provide support to customers
2. Escalate service request as needed
3. Have general IT knowledge
4. Use Microsoft Word and Excel
5. Performs other related duties as assigned by manager and/or assistant manager.
6. Resolve tier 2 issues-escalate service request as needed

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 3- 5 years Customer service support preferred in call center

A+ Certification preferred

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Help Desk Manager

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Help Desk Manager
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: Answer telephones in our Help Desk call center and Provide support to customers..

PERFORMANCE RESPONSIBILITIES:

1. Answer telephones in our Help Desk call center and provide support to customers
2. Escalate service request as needed
3. Have general IT knowledge
4. Use Microsoft Word and Excel
5. Performs other related duties as assigned by manager and/or assistant manager.
6. Provide supervisory support for Help Desk team.
7. Escalation point for customer concerns , liaison with other IT team leaders

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: Help Desk management experience of 3-5 years

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: IT Field Support Technician Level I

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: IT Field Support Technician Level I
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: To provide on-site technical support for computers and peripheral equipment

PERFORMANCE RESPONSIBILITIES:

1. Travel between various schools to provide on- site technical support for computers peripheral equipment, iPads, Chromebooks as well as audio visual equipment.
2. Escalate service request as needed
3. Have general IT knowledge
4. Use Microsoft Word and Excel
5. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: Hands on IT support experience 1-3 years

A+ Certification preferred

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: IT Field Support Technician Level II

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: IT Field Support Technician Level II
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: To provide on-site technical support for computers and peripheral equipment

PERFORMANCE RESPONSIBILITIES:

1. Travel between various schools to provide on- site technical support for computers Peripheral equipment, iPads, Chromebooks as well as audio visual equipment.
2. Escalate service request as needed
3. Have general IT knowledge
4. Use Microsoft Word and Excel
5. Support level 1 tasks for Network Operations team related to switches, servers and routers directed by Network Network Operations Staff
6. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: Hands on IT support experience 3-5 years

A+ Certification preferred

Net + Certifications

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: IT Field Support Manager
Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: IT Field Support Technician Level II
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: To provide on-site technical support for computers and peripheral equipment

PERFORMANCE RESPONSIBILITIES:

1. Travel between various schools to provide on- site technical support for computers Peripheral equipment, iPads, Chromebooks as well as audio visual equipment.
2. Escalate service request as needed
3. Have general IT knowledge
4. Use Microsoft Word and Excel
5. Support level 1 tasks for Network Operations team related to switches, servers and routers as directed by Network Operations Staff
6. Performs other related duties as assigned by manager and/or assistant manager.
7. Responsible for the day to day supervision of the Field Support Staff
8. Must be able to produce reports relative to productivity and SLA's.
9. Excellent communication skills.

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: Hands on IT support experience 5+ years in managing an IT support team

Item Description: Network Technician Level I

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Network Technician Level I
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the connectivity of client workstations to the LAN/WAN/VLAN

PERFORMANCE RESPONSIBILITIES:

1. Installation of client connectivity software work for covered hardware and break/fix service for non-warranty hardware including Uninterruptable Power Supplies (UPS), Telephony devices, Public address systems (PA) switches and network interface cards(NIC).
2. Installation of various network equipment (cameras, speakers, access points, access control hardware, etc)
3. Escalate service request as needed
4. Have general IT knowledge
5. Use Microsoft Word and Excel
6. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: Hands on IT general support experience 1-3 years

Basic knowledge of IP addressing and subnetting

Familiar with several types of network systems and electronics to include cabling systems PA, voice, switching, routing, surveillance and access control

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Network Technician Level II

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Network Technician Level I
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the connectivity of client workstations to the LAN/WAN/VLAN

PERFORMANCE RESPONSIBILITIES:

1. Installation of client connectivity software work for covered hardware and break/fix service for non-warranty hardware including Uninterruptable Power Supplies (UPS), Telephony devices, Public address systems (PA) switches and network interface cards(NIC).
2. Installation of various network equipment (cameras, speakers, access points, access control hardware, etc)
3. Escalate service request as needed
4. Have general IT knowledge
5. Excellent communication and documentation skills
6. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 3-5 years IT general Network support experience

Basic knowledge of IP addressing and subnetting

Familiar with several types of network systems and electronics to include cabling systems PA, voice, switching, routing, surveillance and access control

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER**

Item Description: Network Technician Manager
Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Network Technician Manager
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the connectivity of client workstations to the LAN/WAN/VLAN

PERFORMANCE RESPONSIBILITIES:

1. Installation of client connectivity software work for covered hardware and break/fix service for non-warranty hardware including Uninterruptable Power Supplies (UPS), Telephony devices, Public address systems (PA) switches and network interface cards(NIC).
2. Installation of various network equipment (cameras, speakers, access points, access control hardware, etc)
3. Building Infrastructure for voice, data, PA surveillance and access control
4. Wireless installations
5. Coordinate small to medium sized projects
6. Lead a team of technicians to include scheduling, vehicles, tools, materials.
7. Manages time sheets, tools/equipment/stock parts on a daily basis.
8. Excellent communication and documentation skills
9. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 5-7 years of IT supervisory experience

Basic knowledge of IP addressing and subnetting

Familiar with several types of network systems and electronics to include cabling systems PA, voice, switching, routing, surveillance and access control

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Network Engineer Level I

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Network Engineer Level I
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

1. Support for Email, Active Directory Admin, Maintenance of users accounts, Provisioning , Network Printing, Automated Backup, Network Switch Configurations
2. Excellent communication and documentation skills
3. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 1-3 years general IT support experience

Understands IP addressing and sub-netting on a basic level. Familiar with several types of network electronics

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Network Engineer Level II

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Network Engineer Level II
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

1. Support for Email, Active Directory Admin, Maintenance of users accounts, Provisioning , Network Printing, Automated Backup, Network Switch Configurations
2. Excellent communication and documentation skills
3. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 3-5 years general IT support experience

Fully understands IP addressing and sub-netting on a basic level. Able to configure and diagnose several types of network electronics

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Network Engineer Level III

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Network Engineer Level III
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

1. Support for Comprehensive Computer Virus/Malware Protection, Data Security, Content Filtering, System Security Policies and Procures, WLAN design and Theory, Script writing
2. Excellent communication and documentation skills
3. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 3-5 years general IT support experience

Fully understands IP addressing and sub-netting. Able to configure and diagnose several types of network electronics

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Network Engineer Manager

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Network Engineer Manager
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

1. High level of Support for Comprehensive Computer Virus/Malware Protection, Data Security, Content Filtering, System Security Policies and Procures, WLAN design and Theory, Script writing
2. Leads engineers through small to large projects
3. Creates policies and standard operating procedure for the District
4. Excellent communication and documentation skills
5. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 7-10 years of IT management. Manages engineers of all levels, setting priorities, guiding workflow, researching new systems/opportunities. Forward thinking, enhancing 1:1 student initiative.

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Apple Technician Level 1

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Apple Technician Level 1
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

1. Assists with Help Desk tickets pertaining to Apple devices
2. Wipe devices as necessary during end of year cycling or when instructed to do so.
3. Provision new devices and enroll in MDM software (JAMF)
4. Install applications as necessary
5. Excellent communication and documentation skills
6. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 2 years' experience in Apple support with emphasis on Intel-based Apple hardware and software including, MAC, IOS devices. Strong knowledge of TCP/IP and network administration/protocols

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Apple Technician Level II

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Apple Technician Level II
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

1. Performs system deployments including hardware and software configuration primarily on Apple computers and Tablets.
2. Provides written updates on status of current tickets, open issues and projects.
3. Performs troubleshooting of supported desktop operating systems and applications.
4. Documents system problems and resolution for future reference.
5. Performs image builds for use on all Apple systems.
6. Performs custom software distribution to all Apple systems.
7. Manages backup of Apple workstations and laptops
8. Excellent communication and documentation skills
9. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: 3-4 years' experience in Apple support with emphasis on Intel-based Apple hardware and software including, MAC, IOS devices. Strong knowledge of TCP/IP and network administration/protocols IOS and/or Mac OS X Application development

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Mobile device Manger

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Mobile device Manger
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Director of Customer Support Information Technology

JOB GOAL: Manages the MDM (currently JAMF) to the needs of the District

PERFORMANCE RESPONSIBILITIES:

1. Escalate service request as needed
2. Have general IT knowledge
3. Use Microsoft Word and Excel
4. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: Hands on IT general support experience 1-3 years

Strong knowledge of TCP/IP and network administration/protocols

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

Item Description: Database Administrator

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Database Administrator
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

1. Database Admin. Support
2. SharePoint Admin. and Development
3. Current Software / Application Development Support
4. Application Support
5. Information Technology Trainer
6. Data Management Support
7. Future capacity planning.
8. Business continuity planning.
9. Design enterprise database architecture.
10. Creates policies and standard operating procedure for the District
11. Excellent communication and documentation skills
12. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: > 10 years' experience in Apple support with emphasis on Intel-based Apple hardware and software including, MAC, IOS devices. Strong knowledge of TCP/IP and network administration/protocols IOS and/or Mac OS X Application development

- >10 years' experience problem-solving and good analytical skills;
- familiarity with the main data manipulation languages and the principles of database design;
 - flexibility and adaptability;
 - good organizational skills;
 - a willingness to keep up to date with developments in new technology;
- Knowledge of structured query language (SQL), Unix and database management systems (DBMS).

Item Description: Database Administrator (CON'T)

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Database Administrator
BASIC HOUR RATE: Negotiated Current Market Rate

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

JOB QUALIFICATIONS: (CON'T)

EXPERIENCE: Considered an expert in the field in question. This position would be used for an independent, unbiased view of network design, best-practices, auditing existing

10+ years of design / consulting, major certifications in the field of study, ability to test and audit in a vendor non-specific manner. Must be able to guide the District in choosing the right solution and the right product for the issue at hand .infrastructure and systems, vulnerability testing, etc.

Item Description: Consultant IT Administrator

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Consultant IT Administrator
BASIC HOUR RATE: Negotiated Current Market Rate

JOB DESCRIPTION:

REPORTS TO: Executive Director of Information Technology

JOB GOAL: Support the Network and the clients

PERFORMANCE RESPONSIBILITIES:

13. Database Admin. Support
14. SharePoint Admin. and Development
15. Current Software / Application Development Support
16. Application Support
17. Information Technology Trainer
18. Data Management Support
19. Future capacity planning.
20. Business continuity planning.
21. Design enterprise database architecture.
22. Creates policies and standard operating procedure for the District
23. Excellent communication and documentation skills
24. Performs other related duties as assigned by manager and/or assistant manager

JOB QUALIFICATIONS:

EDUCATION: High School Diploma/GED

EXPERIENCE: > 10 years' experience in Apple support with emphasis on Intel-based Apple hardware and software including, MAC, IOS devices. Strong knowledge of TCP/IP and network administration/protocols IOS and/or Mac OS X Application development

- >10 years' experience problem-solving and good analytical skills;
- familiarity with the main data manipulation languages and the principles of database design;
 - flexibility and adaptability;
 - good organizational skills;
 - a willingness to keep up to date with developments in new technology; knowledge of structured query language (SQL), Unix and database management systems (DBMS)..

Item Description Consultant IT Administrator (CON'T)

Tendering Text: This is a fixed price bid with a maximum mark-up percentage of 40%. Bidders may submit a mark-up percentage of less than 40%. Bids with a mark-up percentage higher than 40% will be rejected.

Condition type	Amount
Mark-up Percentage	%

TEMPORARY PERSONNEL STAFFING SERVICES MINIMUM PAY RATE PER HOUR:

POSITION: Consultant IT Administrator
BASIC HOUR RATE: Negotiated Current Market Rate

***PLEASE NOTE CCSD RESERVES THE RIGHT TO AWARD TO MORE THAN ONE BIDDER.**

JOB QUALIFICATIONS: (CON'T)

EXPERIENCE: Considered an expert in the field in question. This position would be used for an independent, unbiased view of network design, best-practices, auditing existing

10+ years of design / consulting, major certifications in the field of study, ability to test and audit in a vendor non-specific manner. Must be able to guide the District in choosing the right solution and the right product for the issue at hand .infrastructure and systems, vulnerability testing, etc.

- 9.0 ATTACHMENTS TO SOLICITATION**
- A. Minority Participation Affidavit**
 - B. Offeror's Checklist**
 - C. Questionnaire**
 - D. Service Provider Security Assessment Questionnaire**
 - E. No Bid Reply Form**

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.**

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

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) This Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire – Required, and (b) Service Provider Security Representation.

1. Describe your policies and procedures that ensure access to district information is limited to only those of your employees and contractors who require access to perform your proposed services.

2. Describe your disaster recovery and business continuity plans.

3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to district information?

4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub-contractors.

5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all district information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?

6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where district information will be hosted, accessed or maintained.

7. Will district information be encrypted at rest? Will district information be encrypted when transmitted? Will district information be encrypted during data backups, and on backup media? Please elaborate.

8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of district information.

9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?

10. How will district information be managed after contract termination? Will district information provided to the Contractor be deleted or destroyed? When will this occur?

11. Describe your incident response policies and practices.

12. Identify any third party which will host or have access to district information.

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: _____
(authorized signature)

Its: _____
(printed name of person signing above)

(title of person signing above)

Date: _____

Attachment E

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: B 2315
Description: Information Technology Temporary Employee Services

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: _____