

**Charleston County School District  
 Request for Proposals  
 Office of Expanded Learning  
 Solicitation Number: P2320**

**Description: Finance and Attendance Software Solution for Charleston County School District's  
 Afterschool Program  
 Date: January 25, 2023**

**SUBMIT OFFER BY: February 23, 2023, BY 2:00 PM ET**

**QUESTIONS MUST BE RECEIVED BY: February 1, 2023 by 12:00 PM**

**NUMBER OF COPIES TO BE SUBMITTED: One (1) Original Copy, Seven (7) Hard Copies and  
 One (1) USB Flash Drive (See page 2 for details)**

**PROCUREMENT OFFICIAL CONTACT: Procurement Services  
 Attention: Debra Coen, NIGP-CPP, CPPO, CPPB  
 3999 Bridge View Drive  
 North Charleston, SC 29405  
 Phone: 843-566-1982  
 Email: [debra\\_coen@charleston.k12.sc.us](mailto:debra_coen@charleston.k12.sc.us)**

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

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

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the Opening date.		
Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted on or before 3/31/23. 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: See Section VII Signing Your Offer & SWMBE Participation.

Small Women Minority Business Enterprise (Please Check appropriate boxes)

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

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

**Request for Proposal #P2320**  
**Finance and Attendance Software Solution for Charleston County School District’s Afterschool Program**

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

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

NUMBER OF COPIES TO BE SUBMITTED: When submitting your proposal provide, one (1) Original hard copy, seven (7) hard copies of original, one (1) flash drive electronic copy with original and redacted document. The redacted document will be used for FOIA purposes. The redacted document should not disclose any confidential or company trade secrets & etc.

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1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Request for Proposal (RFP)	January 25, 2023
2. Non-mandatory Pre-proposal conference	None
3. Deadline for receiving Offeror's questions	February 1, 2023, by 12:00 PM
4. <b>BID SUBMISSION DEADLINE &amp; PUBLIC OPENNING</b> Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	<b>February 23, 2023 BY 2:00 PM ET</b>
7. Evaluation Committee Review (estimate)	March 2023
9. Selection Complete (estimate)	March 2023
11. Contract Award (estimate)	March 2023

## 2.0 SCOPE OF SOLICITATION

Charleston County School District (CCSD) is the second largest school districts in the State of South Carolina. Charleston County School District (CCSD) is a nationally accredited school district committed to providing equitable and quality educational opportunities for all of its students. CCSD is the second-largest school system in South Carolina and represents a unique blend of urban, suburban, and rural schools spanning 1,300 square miles along the coast. CCSD serves approximately 49,000 students in 88 schools and specialized programs.

The District strives to promote a high standard of excellence to create an atmosphere of partnership with the community to ignite in every student a passion for world-class knowledge and skills through dynamic instructions and personalized educational opportunities.

The District is governed by a nine-member Board of Trustees dedicated to providing quality and equal education opportunities to all the citizens they serve. The Board of Trustees members have the decision-making authority, the power to designate management, the ability to significantly influence operations, and have the primary accountability for fiscal matters.

**MAXIMUM CONTRACT PERIOD** – Estimated April 14, 2023 through April 13, 2028 Five years (One year with the option to renew annually) Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date/Initial Contract Period.”

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

## 3.0 INSTRUCTIONS TO OFFERORS

### A. General Instructions

**AMENDMENTS TO SOLICITATION** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <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 the District’s intent to award a contract will be posted at the location specified on the Cover Page (page 1) and page 2. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

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

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

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

BID / PROPOSAL AS OFFER TO CONTRACT by submitting to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

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

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

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at <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 or mail room which services that purchasing office prior to the bid opening.

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

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

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, and 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, Procurement Official. No company should contact District staff directly. All questions should be directed in writing to Debra Coen via Email [debra\\_coen@charleston.k12.sc.us](mailto: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.

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

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

**B. Special Instructions**

1. Non-mandatory Pre-Bid Conference: No Pre-Bid Conference or Site Visit is scheduled.
2. 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.
3. OPENING PROPOSALS – PRICES NOT DIVULGED In competitive sealed proposals, names nor prices will not be divulged at opening.
4. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD.
5. DEMONSTRATION REQUIREMENTS (ONLINE)

The responsible and responsive offerors with a mathematical possibility of being one of the three highest ranked Offerors after the Phase I evaluations will be required to give an online demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with CCSD or its employees during a demonstration will not violate the restrictions applicable to Offerors.

*CCSD will notify Offerors as quickly as possible after the Phase I scoring to schedule specific dates and times.*

The demonstration outline noted below will be used to assist the committee in reviewing your response and to gauge how well your product meets their goals and objectives. The time allotted per individual Offeror shall not exceed one and a half (1 1/2) hours.

- a. The activities of the Offeror should be limited to an online demonstration of the system described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.
- b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of CCSD.
- c. The online demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed system.
- d. The online demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may not ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.

**Demonstration Requirements:**

A timely demonstration of the service is required. The demonstration is limited to consisting of a brief introduction; system overview; performance capabilities demonstration and question and answer period. Prospective vendors are expected to demonstrate at minimum the following:

\*The functionality of the proposed solution.

#### 4.0 TERMS AND CONDITIONS

##### A. General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

FORCE MAJEURE: The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contract capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by default of a sub vendor, and if

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

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his./her own expense, to repair or replace the same.

#### INDEMNIFICATION

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

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

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

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

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

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

INSURANCE

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

**Type of Insurance  
 Workers Compensation, Applicable Federal and Employer’s Liability**

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

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable 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 RELEASES Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

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

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

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

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

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

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

SOUTH CAROLINA GOVERNING LAW CLAUSE: The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

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

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

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

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

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

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

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.



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

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

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

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

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

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

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

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

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

**\*Continue on next page\***

## 5.0 QUALIFICATIONS

**GENERAL QUALIFICATIONS:** 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 and information from any other source may be considered. If requested by CCSD, an Offeror must 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.

**QUALIFICATIONS -- REQUIRED INFORMATION:** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

- a) The general history and experience of the business in providing work of similar size and scope to include experience of project manager and project personnel.
- b) A list of engagements completed in the past five (5) years of projects substantially similar in size and scope to the project detailed in this RFP.
- c) List of failed projects, suspensions, debarments, and significant litigation.

**SUBCONTRACTOR – IDENTIFICATION:** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "District information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors.

## 6.0 BASIS OF AWARD

### AWARD CRITERIA:

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

**RESPONSIVENESS:** Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee.

**POTENTIAL AND ACTUAL PROPOSERS SHALL NOT CONTACT MEMBERS OF THE BOARD OF TRUSTEES OR THE DISTRICT SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION.**

### Evaluation:

- To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the awarded vendor to meet all specifications and guidelines set forth herein.
- A CCSD evaluation committee will evaluate each proposal properly submitted. CCSD, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decisions by CCSD.
- CCSD reserves the right during the evaluation process to contact offerors who submit proposals and request additional information or clarification necessary to complete the evaluation.

- After the closing date and time, CCSD Procurement staff will conduct an administrative review of all proposals received to determine responsiveness. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review. Proposals that are deemed to be non-responsive will not be evaluated or considered for award.
- CCSD reserves the right to negotiate the terms and conditions with selected vendor(s).
- CCSD reserves the right to negotiate scope of work terms/ conditions with selected vendor(s).
- CCSD reserves the right to negotiate terms and conditions, which may be necessary or appropriate to meet the needs of CCSD.

EVALUATION FACTORS – PROPOSALS (List in order of importance) Following receipt of proposals from all interested persons and firms, proposals shall be reviewed by a District Selection Committee. The proposals that meet the stated qualifications and submission requirements shall be ranked utilizing the stated evaluation criteria (see below). Once an initial ranking of all proposals has been conducted, the District may elect to award to the top ranked firm or conduct interviews with the three highest ranked firms. If the Selection Committee elects to interview the top ranked firms, a list of firms selected for interview shall be sent to all firms that submitted a proposal.

	EVALUATION FACTORS	POINTS
1	Proposed Solution	55%
2	Company Qualifications and Experience	20%
3	Cost	15%
4	Implementation Plan	10%
	<b>TOTAL POINTS</b>	<b>100%</b>

After the evaluation, the criteria scores will be calculated and the average score will not exceed 100 (one hundred) points.

After the evaluation of the Phase I criterion, the criteria scores will be calculated and the average score will not exceed 100 (one hundred) points. The three highest ranked responsive and responsible Offerors after the Phase I evaluation will be asked to provide a demonstration of their proposed system and will be evaluated in Phase II. Scores from Phase I and Phase II will be added together to determine the highest ranked proposal. In the event there is only 1 (one) qualified responsive and responsible Offeror the demonstration will be evaluated based upon a pass/fail assessment.

**Phase II**

**Demonstration:**

**25 Points**

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

The three (3) highest ranked offerors will be scheduled for an online demonstration and participation in phase two (II) demonstration and review, and required to demonstrate to CCSD their proposed solution to ensure the specifications are met. As outlined on page 10 - Section 3 - INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS – Demonstrations.

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

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## 7.0 SCOPE OF PROJECT

### INTRODUCTION:

Charleston County School District (CCSD) is the second largest school districts in the State of South Carolina. Charleston County School District (CCSD) is a nationally accredited school district committed to providing equitable and quality educational opportunities for all of its students. CCSD is the second-largest school system in South Carolina and represents a unique blend of urban, suburban, and rural schools spanning 1,300 square miles along the coast. CCSD serves approximately 49,000 students in 88 schools and specialized programs.

The District strives to promote a high standard of excellence to create an atmosphere of partnership with the community to ignite in every student a passion for world-class knowledge and skills through dynamic instructions and personalized educational opportunities.

The District is governed by a nine-member Board of Trustees dedicated to providing quality and equal education opportunities to all the citizens they serve. The Board of Trustees members have the decision-making authority, the power to designate management, the ability to significantly influence operations, and have the primary accountability for fiscal matters.

### PURPOSE:

It is the intent of Charleston County School District to contract with an offeror to purchase an integrated web-based software package that provides a systemic solution for all facets of financial accountability and reporting for the Office of Expanded Learning (Kaleidoscope). The maximum estimated number of users is 200 for the initial year. Program generates approximately \$7,500,000 in gross revenue receipts annually, with an average transaction value of @ \$90.

It is CCSD's intent to secure a solution that streamlines our existing process wherever possible and provides maximum accuracy. The solution must provide an easy to use, work across multiple platforms and provide live client support as needed. Please review this solicitation carefully; CCSD will not be responsible for any errors or omissions on the part of the offeror in submitting a proposal.

### SCOPE OF WORK

**The following APPLICATION PRIORITIES are presented for inclusion in the request for proposal (RFP). Define in your proposal and specify how your software meets the following priorities:**

#### **Primary Considerations**

1. Must be web-based.
2. Must be compatible with iPads, Chromebooks, and mobile devices.
3. The program should be expandable for future sites and student enrollment growth, if needed.
4. The software should allow historical data to be saved and accessed for a minimum of 10 years.
5. The software should be compatible with Windows operating systems.
6. All reports should be capable of downloading in a reader-friendly format (Word, Excel).
7. The software should be compatible and able to print legal documents that meet state and federal requirements.
8. Provide the ability for sites to email information with or without attachments to selected individuals or groups.
9. Comprehensive financial management system for afterschool programs and class registrations to include sequential receipting by location, accept 3rd party billing. **PCI Compliance.**
10. Report generation: billing, weekly finances, attendance, rosters, financial comparisons, class information, monthly & annual revenue, etc. By class and as a whole.
11. Interface with Excel, Word, and PowerSchool for report processing, importing, and exporting of data.
12. User definable fields such as free/reduced lunch, title schools, multiple fees, site location distinction, etc.
13. Online Parent Portal with secure online payment, auto-pay feature, secure passwords.
  - a. Allow parents to make payments online, check their current balance, display an itemized payment history for the current school year, see upcoming fees, and generate an end-of-the-year tax statement. In addition, all statements

- should have printing capabilities for parents.
- b. Parent/Registrant Portal for viewing and maintaining account information.
- 14. Track student attendance, swipe out mechanism, finger impression, or similar.
- 15. Emergency contact information and authorized pick-up tracking with photo ID, etc.
- 16. Functionality for program marketing: email list generation, email invoicing and confirmation
- 17. Ability to export data fields for compiling class publication and web page data.
- 18. Tyler Technology (MUNIS) certified or approved interface that is available for use upon contract start date. Demonstrate interface to Tyler Technology (MUNIS).
- 19. Describe training and support include all information (duration, availability, etc.)
- 20. Dedicated support and timeline to respond to issues.
- 21. Track attendance - daily, weekly, monthly
  - a. By class; as a whole
  - b. Track every movement
- 22. Offer automatic billing of credit cards on file
- 23. Print rolls by group/grade/alphabetically
- 24. Print rosters with PowerSchool ID#
- 25. 1-step credit card payments
- 26. Manage attendance from a kiosk device (sign in/out on a computer, iPad, tablet, cell phone)
- 27. Communicate with parents (ie. all call, email/text blast)
- 28. Automated enrolling and unenrolling by date
- 29. Create subsidy/copay accounts
- 30. If considering programming capabilities:
  - a. Efficiently manage student and staff records
    - 1. Expiration dates
    - 2. Immunizations
- 31. The program should have an online enrollment feature for enrolling students and obtain parent contact information (If School Information System integration with Power School is not possible).
- 32. Check Reader capability/compatibility
- 33. Athletic scheduling of program events.
- 34. Integrate with point of sale (POS) transactions via terminal/register. The District currently does not use a POS.
- 35. Compatibility with Ipad as an Application or it will work in Safari web-browser.
- 36. Address if other mobile devices can utilize software.

**Additional Product Considerations:**

- The software should allow system administrators to assign various levels of rights to users depending on their job function with using the software. The software will be used by a minimum of 70 staff members.
- The software will be used to track account information for a minimum of 8,000 students.
- It is preferred for the program to integrate with PowerSchool, which is the School Information System, to integrate custom fields used by the district such as demographic information and individual early release plans for students.
- The program should have an online enrollment feature for enrolling students and obtain parent contact information (If School Information System integration with Power School is not possible).
- The program should allow parents to make payments online, check their current balance, display an itemized payment history for up to two years, see upcoming fees, generate an end of the year tax statement, and view money owed.
- The program should allow the district to apply individual or group fees to individual students or groups of students selected by site leads.
- The software program should have reporting features such as attendance, early dismissal plans, overdue accounts, and student names with parent phone numbers.
- Waitlists management/for enrollment.
- Maintain student and family information.
- Allow system administrators to assign various levels of rights to system users.
- The software program should have reporting features such as attendance, early dismissal plans, overdue accounts, and student names with parent information as needed. Customized reporting options.
- Contactless daily sign-in and out.
- Technical support for software program.

- Online enrollment feature for enrolling students and obtain parent contact information. Parents should be able to update personal information online.
- Registration and Enrollment features should be capable of capturing non-school days, summer camps, and simultaneous enrollments (two programs at once).
- The program should allow system administrators to apply individual or group fees to individual students or groups of students.
- Apply late fees-automatic charge.
- Access calendars, bulletins, memos, special announcements, etc.

#### **Data Security and Privacy**

- Vendor must ensure the security and confidentiality of confidential information.
- Vendor must protect against anticipated threats or hazards to the security or integrity of confidential information.
- Vendor must protect against unauthorized access to or use of Confidential information that could result in harm or inconvenience to any customer.
- Vendor must dispose of confidential information in a secure manner.
- Vendor must not allow non-consumer initiated transactions, up-selling or aggregate data mining of any kind.

#### **CCSD Security Standards**

These security standards apply to users of Charleston County School District (CCSD) information technology. Users include students, employees and other individuals having access to CCSD technology. The standards apply to contractors with respect to technology services they supply to CCSD, such as processing of student or employee data for CCSD.

The standards are authorized by Policy GBEBD, Technology Acceptable Use, adopted by the Board of Trustees January 9, 2006.

In these standards, the term 'nonpublic' means not disclosable under applicable federal, state, or local law or regulation.

Examples are students' date of birth, grades, personal medical information, and CCSD attorney-client privileged information.

The term 'essential information' means information which if lost or corrupted may disrupt operations essential to provision of CCSD services. Examples are computer system passwords, CCSD bank account numbers, social security numbers, and employee emergency contact information.

#### **1. ACCESS CONTROLS**

##### **a. User Authentication**

**User IDs** – User IDs are required to access any nonpublic or essential information. User IDs may consist of the user name, e-mail name or other public identifier. Generic User IDs, such as 'student user', which may be utilized by multiple persons, should be avoided whenever possible, and are never to be used to access nonpublic or essential information.

**Passwords** – Special rules apply to passwords. These are provided in Appendix A, Password Standards.

##### **b. User Authorization**

User authorization – the creation of a user account - is to be granted by the system owner or administrator. Authorization is to be limited to the period for which access is required. Student user access is authorized for the duration of enrollment in CCSD schools, and is to be terminated thereafter. Student authorization is limited to each specific individual, and is not to be shared with adults or other students. User authorization is to be canceled immediately upon termination of an employee or expulsion of a student. User rights are to be established only for the system functions required by an individual user. User sessions should time out or terminate after a designated period of inactivity

##### **c. System Access**

**Network access** – Network access requires user authentication and authorization conforming to the standards above. Access to the network through the login process requires the user to acknowledge and accept Terms of Use, which include compliance with the CCSD Technology Acceptable Use policy (Policy GBEBD).

**Remote access** – Virtual private network (VPN) access may be granted by approval of the Information Technology Department. Dial-in and telnet access are not permitted directly into the CCSD network or systems.

**Wireless access** – Wireless end user devices must be protected from intrusion, for example by firewall software installed on the device and properly configured for safe internet access. Passwords, nonpublic or essential information transmitted over wireless sessions must be encrypted to meet current cryptographic requirements established by Information Technology. User authorization will be required to access CCSD wireless networks. Only access points approved by Information

Technology may be attached to the CCSD network. New CCSD wireless access points must be configured for cryptographic protection equal to or better than WPA2 standards.

**Filtering, Monitoring, and Disclosure of Communications** – Data communications to or from the Internet must be screened by CCSD filtering, firewall and intrusion detection systems. Communications including e-mail and web content are filtered for viruses, embedded malicious software, and known sources of spam or hackers. Communications are also filtered for content which may be inappropriate or may violate standards of the Children's Internet Protection Act or the CCSD Technology Acceptable Use policy (Policy GBEBD). CCSD electronic communications may be monitored, disclosed, used for disciplinary action, or reported to law enforcement authorities. **Users of CCSD information technology are advised that they have no expectation of privacy in use of CCSD electronic communications.**

**Firewall and Intrusion Protection** – The Information Technology department determines services and ports that are available at the firewall. Some ports and services in common use are not available for third party systems or vendor use due to security requirements. Intrusion attempts are monitored and may be subject to disclosure, disciplinary or legal action.

**Audit logs** – System actions on the CCSD network such as access attempts, login sessions, security violations, and other events are logged and monitored by CCSD. All applications and servers used by CCSD, whether operated by CCSD or by third parties, are to maintain audit logs of all security related events. The system administrator for such applications or servers is required to monitor audit logs and report promptly any violations of these Security Standards or repeated attempts at violations to CCSD Information Technology.

## 2. PHYSICAL SECURITY

**Servers and network equipment** - Access points and network devices which are mounted in public areas shall be inaccessible without ladders or special equipment whenever possible. Servers and network equipment are to be protected from public access. Servers and network devices processing nonpublic or essential CCSD information shall be in locked spaces with access limited to authorized individuals. Telecommunications rooms shall not be used for storage of office or janitorial supplies or other non-IT equipment. Power conditioning, automatic fire suppression, and proper HVAC shall be provided to all such equipment spaces.

**Workstations and printers** – Workstations and printers used to access nonpublic or essential information shall be protected from public access, and display or printing of the information shall be protected from view by unauthorized persons. Workstations storing such information shall be properly secured when not in use. Backups of these systems shall be made as frequently as necessary to protect against data loss, and the backups kept in a separate, secure location. Backup to servers is an acceptable method.

**Laptops and other portable devices** – Portable devices such as laptops, PDAs or tablets must be carefully protected from theft or accidental damage. In addition the equipment should be used or transported in an environment for which it was designed. When nonpublic or essential information is stored on a portable device, a copy of the data should be maintained on a fixed platform such as a server, to protect against data loss.

Backups of these systems shall be made regularly and as frequently as necessary to protect against data loss, and the backups kept in a separate, secure location. Access to portable devices containing such data must be controlled by user authentication to prevent intrusion. Anti-virus software is to be maintained on all portable computers, and the systems scanned regularly.

**Media** – CDs, DVDs, and USB flash drives are convenient but highly vulnerable to theft or loss. They are also common carriers of viruses and malicious software that can disrupt an otherwise secure network. Therefore these media require special care. They are never to be shared with unauthorized persons. In the event portable media are used with both CCSD and non-CCSD systems such as home or business computers, all files on the media must be thoroughly scanned for viruses and malicious software before use on a CCSD system.

**Disposal of devices containing CCSD software and/or data** – PC hard drives, USB flash drives, backup tapes, diskettes, CDs and DVDs containing CCSD data are to be physically disabled or destroyed prior to disposal. Deleting files or running disk-wipe software are insufficient to protect CCSD data from being recovered by unauthorized persons and misused.

## 3. DATA SECURITY

**Data display** – Nonpublic data shall not be displayed to the public, nor shall passwords or other essential system information be posted or visible to unauthorized persons.

**Data storage and transmission** – Nonpublic and essential information shall be encrypted prior to and during storage, and during transmission over the Internet, using encryption meeting current cryptographic requirements established by Information Technology. Passwords, e-mail, and FTP file transfers containing nonpublic or essential information, shall be encrypted during transmission.

**Content Filtering** – Data, including e-mail, files and web content entering the CCSD network, shall be filtered in a manner to



meet the standards of the federal Children's Online Protection Act.

**Backup and recovery requirements** – A backup schedule shall be created and maintained by the person responsible for each server. Backups to tape or other removable media shall not overwrite the immediately preceding backup. Removable backups shall be labeled as to the most recent batch, and kept in a separate, secure location. Frequency of backups shall be appropriate to the value of the contents, generally daily for servers.

#### **4 APPLICATION SECURITY**

New software applications developed for CCSD shall be designed and developed to conform to these standards. Security for existing software applications, including commercial off-the-shelf software, shall be configured to conform to these standards by the system administrator or integrator. Implementation of applications shall include change of default passwords provided with the product.

#### **5. NON-CCSD HARDWARE AND SOFTWARE**

Non-CCSD hardware and software shall not be connected to the CCSD network unless specific written authorization has been granted by Information Technology. DSL and cable modems may not be connected to the network. Any non-CCSD hardware or software which is authorized for connection to the CCSD network shall be used in conformance with these security standards.

#### **6. INCIDENT REPORTING**

Security incidents and violations of these standards shall be reported promptly to the Executive Director of Information Technology or designee.

#### **7. SECURITY REQUIREMENTS FOR CONSULTANTS, CONTRACTORS AND OTHER NON-CCSD PERSONNEL**

CCSD data accessed by contractors or other persons shall be handled in compliance with these security standards. Personnel employed by contractors or their subcontractors shall have proper qualifications and credentials for any access they have to nonpublic or essential CCSD data.

#### **8. ADMINISTRATION BY THE DEPARTMENT OF INFORMATION TECHNOLOGY**

The Department of Information Technology shall administer these standards. It shall update them when needed, and prescribe non-user technical security measures required for information systems, including devices not specifically covered in these standards such as network switches, routers, and system software.

#### **9. STANDARDS NOT EXCLUSIVE**

These standards are in addition to any other security standards required by applicable law, regulation, contract, or license, and where any conflict may arise between these and other required standards, the higher standards shall apply.

**Enforcement** Enforcement of these standards shall be carried out under the provisions of Policy GBEBD.

#### **Password Standards for System Users**

1. The initial password provided to a system user must be changed by the user immediately upon gaining access to the system for the first time.
2. The password must be different from the User ID.
3. The password must not contain any part of the user's name or social security number.
4. The password must be non-intuitive. For example the name of a pet or family member, home address, or other readily discoverable term must not be used.
5. Passwords must consist of a minimum of six mixed alphabetic and numeric characters. They may not consist solely of numbers, or alphabetic, or special characters. Also, they must contain not more than two consecutive identical characters, and should not contain leading or trailing blanks.
6. Passwords should be changed at least every 90 days. Network passwords for student network accounts have longer durations based on grade levels.
7. A changed password must differ substantially from the old password. More than one character must be changed. Old passwords must never be re-used.
8. Default passwords on CCSD equipment including network electronics must be changed after first use.

9. Passwords are confidential. They are never to be shared or displayed.
10. The 'Remember password' feature of applications must not be used.
11. If a password is forgotten or lost, contact the system administrator or school employee designated to reset passwords. System administrators cannot see or determine a user's password, and should never require that it be disclosed to them. They can generally cancel a lost password and issue a new one-time password which must be changed by the user immediately upon regaining system access

#### **Customer Support**

- Dedicated support personnel assigned to client and live support available 24/7.
- Vendor shall provide customer support and/or helpdesk for CCSD staff to answer questions and troubleshoot problems, whether routine or difficult problems; average time for problem resolution should be within two days.
- Vendor shall provide online training and documentation for all users including answers to frequently asked questions.
- Vendor shall provide online training for any system changes, modifications or enhancements to the web-based service prior to implementation.
- Vendor will be required to provide a web base demonstration of their product and services

#### **GENERAL INFORMATION**

- Vendor is not required to submit proof of insurance with proposal but must submit within five (5) business days after receiving a letter of intent.
- The ACORD certificate of insurance must list Charleston County School District as the additional insured.
- The Charleston County School District operates in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any District employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than \$25.00), which must be disclosed to the immediate supervisor and the Department of Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted.
- All vendors and contractors doing business with CCSD shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

#### **VENDOR REQUIREMENTS**

CCSD policy requires that all contractors, consultants, or vendors providing services on District premises be fingerprinted and submit to a criminal record check initiated by CCSD prior to providing services. The payment of any fee is the sole responsibility of the contractor, consultant, vendor or the employing company. Any contract awarded pursuant to this solicitation is contingent upon compliance with this requirement and a satisfactory background check as determined by CCSD.

#### **Use of Subcontractors**

- Vendor shall not assign any duties to perform services nor to provide goods to CCSD under this contract to a subcontractor that is not listed in vendor's response to this solicitation.
- If a subcontractor is removed from the contract at any time during the term, vendor must notify CCSD in writing with name of subcontractor, reason for removal and effective date.
- If vendor desires to add a subcontractor at any time during the term of the contract, vendor must submit to CCSD in writing the following information on the subcontractor; company name, address, telephone and fax number, and service they will be providing and proposed effective date. Subcontractor may not begin providing service until approved by CCSD.

**Implementation Plan**

Proposals must include an implementation plan for the project, including a schedule of project steps, the order and time requirements for each, CCSD personnel that need to be involved and their expected time commitments. Please provide an overview of the professional services you offer, not third party, that are necessary to implement this system, including your project management process. Proposals should also provide the following:

- Description of the offeror's implementation approach, which will fully address the requirements of this RFP
- Proposed methodology for quality assurance and benchmarking performance
- A work plan for the project, which meets the stated deadlines of CCSD
- Detail the members of your project/implementation team
- Provide the experience of your project/implementation team and site similar experience
- We require a single-point-of-contact project manager from the Offeror

**CONTRACT**

- Vendor must submit a service agreement and any other contract documents that CCSD will be asked to execute.
  - Vendor shall give CCSD immediate notice in writing of any claim, action or suit filed against vendor by any subcontractor.

Continued on next page.

## 8.0 INFORMATION FOR OFFERORS TO SUBMIT

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

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

### 1. Official Proposal Form

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

### 2. Executive Overview

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

### 3. Offeror Capabilities

- 3.1 Comprehensive description of the firm's experience in supplying the services required by this Request for Proposals, preferably with a school district setting.

### 4. Offeror Project Manager and Project Personnel

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

### 5. Response to Scope of Work Requirements

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

5.3 Submit completed functional requirements spreadsheet and all other attachments requesting completion.

### 6. Other Information

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

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

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

The District reserves the right to reject any and all proposals or any portion of said proposals, to waive minor technicalities, and to make any and all award decisions based on the best interests of the District.

**9.0 PRICE PROPOSAL**

**Cost must be submitted in a separate, sealed envelope.** Responding vendors must provide pricing on the form below for solution proposed. Line items listed below must correspond to information provided in response to the specifications and requirements of the RFP.

Additional components required to make the system function in our environment must be included with pricing and conspicuously notated.

The district understands that technology is constantly evolving. Any product substitutions whether initiated by vendor or district must be discounted at the same or greater rate as products provided in bid responses. Any and all travel costs associated with this project **MUST be included** in the rates submitted below. CCSD will not pay additional travel expenses.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	1.000	each		
<b>Item Description: Finance and Attendance Software Solution to include first year maintenance and support (Attach a separate sheet showing a breakdown of this cost)</b>				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	1.000	each		
<b>Item Description: Implementation and Training</b>				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	1.000	each		
<b>Item Description: Year 2 System Maintenance and Support</b>				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	1.000	each		
<b>Item Description: Year 3 System Maintenance and Support</b>				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	1.000	each		
<b>Item Description: Year 4 System Maintenance and Support</b>				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	1.000	each		
<b>Item Description: Year 5 System Maintenance and Support</b>				

GRAND TOTAL \_\_\_\_\_

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

- 10.0 Attachments to Solicitation**
  - A. Minority Participation Affidavit**
  - B. Offeror's Checklist**
  - C. No Bid Response**
  - D. Questionnaire**
  - E. IT Software Questionnaire**

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.**

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

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CHARLESTON COUNTY SCHOOL DISTRICT  
NO BID REPLY FORM

BID TITLE: P2320

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: \_\_\_\_\_

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 E

SOFTWARE VENDOR INFORMATION FORM

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

**Section 1: Product and Contact Information**

Software Title: \_\_\_\_\_ Version: \_\_\_\_\_ Copyright Date: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Website: \_\_\_\_\_

Vendor Contact Name: \_\_\_\_\_ Tel. #: \_\_\_\_\_

Customer Service/Technical Support Tel. #: \_\_\_\_\_

Person(s) completing form: \_\_\_\_\_ Tel. #: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 2: Licensing and Costs**

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

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

**Application Integration Compatibility:**

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

**CCSD Server Requirements:**

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

No

Yes: Recommended Server Specifications:

Network Operating System: \_\_\_\_\_ Available Hard Disk Space: \_\_\_\_\_

Processor Speed: \_\_\_\_\_ RAID Level: \_\_\_\_\_

Memory: \_\_\_\_\_ CD-ROM/DVD: \_\_\_\_\_

Other Special Requirements: \_\_\_\_\_

**Hosted Application Information:**

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

(1) Are there any restrictions, requirements, compatibility requirements in using the service?

No  Yes

(2) What is your bandwidth capacity? What percentage is available for CCSD?

(3) What outbound ports are required?

(4) Are any inbound ports required?  No  Yes: What are they? \_\_\_\_\_

(5) Does the application support caching, proxy, bandwidth management/traffic shaping or other such network appliances?

No

Yes: Are there restrictions on types, versions, etc? \_\_\_\_\_

(6) Are there any minimum web/internet protocol compatibility requirements such as HTTP version, IPv4, IPv6, etc?  No  Yes: What are they? \_\_\_\_\_

(7) What is the minimum usable bandwidth required at the client user desktop?

(8) Does your application link to other sites?  No  Yes

(9) Can application/service be utilized over wireless technologies?  
 No

Yes: Which ones and what is the minimum bandwidth required at the client user desktop?

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(10) Does the application require Java and/or other Java components or variants?

No

Yes: Indicate any versioning restrictions \_\_\_\_\_

(11) Does the application require vendor-supplied client software to be installed?  No  Yes

(12) Are user names and passwords encrypted during transmission?  No  Yes

(13) Are user names and passwords encrypted in the database?  No  Yes

(14) Are browser cookies required?  No  Yes

(15) Are pop-ups required?  No  Yes

**Section 4: Recommended School and District Resources**

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

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

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

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