

<p>Georgetown County School District J.B. BECK ADMINISTRATION AND EDUCATION CENTER 2018 CHURCH STREET • GEORGETOWN, S.C. 29440 • PHONE (843) 436-7000</p> 	Request For Proposals:	#1808009
	Date Issued:	January 30, 2018
	Procurement Officer:	John A. Paul
	Phone:	(843) 436-7025
	Fax:	(843) 436-7231
	E-Mail Address:	jpaul@gcsd.k12.sc.us

DESCRIPTION:	Web Design and Hosting
<i>The Term "Offer" Means Your "Bid" or "Proposal".</i>	

SUBMIT OFFER BY: (Opening Date/Time):	February 12, 2018	See "Deadline for Submission of Offer" provision
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NUMBER OF COPIES TO BE SUBMITTED:	1 "Original" with Pricing & 6 marked "Copy" without Pricing
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QUESTIONS MUST BE RECEIVED BY:	February 6, 2018 @ 9:00 AM, EST	See "Questions From Offerors" provision
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No offers may be faxed, or emailed, Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:	MAILING & PHYSICAL ADDRESS:
	<p>GEORGETOWN COUNTY SCHOOL DISTRICT J B BECK ADMINISTRATIVE AND EDUCATION CENTER PROCUREMENT OFFICE, ROOM D150 2018 CHURCH STREET GEORGETOWN, SC 29440</p>

CONFERENCE TYPE: N/A DATE & TIME: N/A As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: <p style="text-align: center;">N/A</p>
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AWARD/ INTENT TO AWARD:	Notice of Award and/or Intent to Award should be posted at the Physical Address stated above no later than March 7, 2018
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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 forty-five (45) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Choose one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE: (Business title of person signing above)		
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, sole proprietorship, etc.

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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MINORITY PARTICIPATION
Are you a South Carolina Certified Minority Vendor? Yes _____ No _____
If yes, South Carolina Certification # _____

Georgetown County School District is seeking a responsive and responsible vendor to provide a Web Design and Hosting Services.

All proposers must submit one (1) “Original” proposal along with a disk containing the full proposal and one (1) redacted version per section on submitting confidential information (page 8) and six (6) copies of their proposal which are to contain No Costing or Pricing Information, marked “Copy”.

Proposals will be accepted until 2:00 PM February 12, 2018.

At that time, each proposal will be opened and the proposers name read aloud.
No other information will be announced at that time.

LATE PROPOSAL PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed proposals must be delivered to:

**Georgetown County School District
Attention: Procurement Office, Room D150
2018 Church Street
Georgetown, SC 29440**

“RFP #1808009, Web Design and Hosting Services”

Sealed proposal packages **must** include completed copies of pages 1, 2, 23, 24, 25, and 26, as well as all other requirements found in herein. Please remember Addendum/Addenda/Amendments must be acknowledged and that only original signed copies are acceptable. No faxes or electronic versions are acceptable.

All questions must be addressed to John Paul (843-436-7025), jpaul@gcsd.k12.sc.us and must be received by February 6, 2018 before 9:00 A.M.

Important Solicitation and Contract Dates:

<u>Schedule & Timeline</u>	<u>Date</u>	<u>Time</u>	
Ad runs SCBO	30-Jan	5:00 PM	Tuesday
On-line	30-Jan	5:00 PM	Tuesday
Deadline for questions	6-Feb	9:00 AM	Tuesday
Answers	6-Feb	5:00 PM	Tuesday
RFP/Bid Due	12-Feb	2:00 PM	Monday
1st Committee Meeting	22-Feb	2:00 PM	Thursday
Evaluations Completed	22-Feb	4:00 PM	Thursday
Rank Evaluations	22-Feb	4:00 PM	Thursday
Invite Presentations/Demos	22-Feb	5:00 PM	Thursday
Presentations/Demos - 2nd Committee	1-Mar	9 am to 2 pm	Thursday
Board Approval	6-Mar	5:30 PM	Tuesday
Intent to Award	7-Mar	>\$50k	Wednesday
Notice to Proceed - issue date	19-Mar	8:00 AM	Monday
Training	May/June		
contract dates	3/19/2018	6/30/2018	
Completion/Delivery	6/30/2018		Saturday

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I. GENERAL INSTRUCTIONS TO OFFERORS

DEFINITIONS - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Georgetown County School District Board of Directors.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

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.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

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.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

RESPONSIBLE Bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance, which may be substantiated by past performance

RESPONSIVE Bidder means a person who has submitted a bid or offer, which conforms in all material aspects to the invitation for bids or request for proposals.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

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.

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract

YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) 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. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. 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 and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

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

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS: By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(a)(1)(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 any 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 commission of embezzlement, theft, forgery, bribery, falsification 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 purposes of this certification, means officers; 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 Officer 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), Offer 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 Officer 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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CERTIFIED/REGISTERED/AUTHORIZED PARTNER, DEALER, RESELLER or INSTALLER of MANUFACTURER or BRAND: Vendor, contractor or offeror must be a verifiable authorized representative of any product and required service specified herein, and by submitting an offer attests to that fact. The District reserves the right to verify this with manufacturer or brand and may deem any offeror not in compliance as non-responsive.

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. **Do not modify the solicitation document itself (including bid schedule).**

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected, unless the offer has been delivered to the designated procurement office or the District's mail room, where confirmation can be authenticated by a third party method, prior to bid opening

DISTRICT CLOSINGS: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement 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 the District 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.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page, Bid Response Form, Reference Form, Security and Background Check, and Statement of Acceptance and should submit all other information and documents requested in solicitation.

NEGOTIATIONS/AMENDMENTS: The Procurement Officer may elect to make an award without conducting negotiations. However, he/she may elect to negotiate the pricing or the general scope of work with the low bidder or the highest ranked offeror or subsequently ranked offerors as long as the solicitation is not materially changed. Additionally it is recognized that the School District is a fluid and changing environment and that these changes can include the addition or closing of schools and/or properties, and the offering of new, unforeseen or improved products and/or services generally covered under the overall scope or intent of this solicitation. The contract formed under the award of this solicitation may therefore be mutually amended to include or exclude certain products or services whether a service, product or service and product award was initially issued. This can be accomplished by mutual acknowledgement in written form including email, and this will modify this solicitation and the contract issued pursuant to it.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to

bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Georgetown County School District acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Georgetown County School District.

PROCUREMENT CODE AVAILABLE: The Georgetown County School District's Procurement Code, is available at <http://www.gcsd.k12.sc.us/?PN=Pages&SubP=Level1Page&L=3&DivisionID=14195&DepartmentID=14702&SubDepartmentID=6626&PageID=20963&ToggleSideNav=>

PROTESTS: (a) Solicitation - 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. (b) Intent to Award - 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 this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, 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. [§ 11-35-4210]

PROTEST – ADDRESS: Any protest must be submitted in writing to the Lisa O. Johnson, Associate Superintendent for Finance & Operations, J B Beck Education & Administrative Center, 2018 Church Street, Georgetown, SC 29440 or to ljohnson@gcsd.k12.sc.us.

Additionally, please submit a secondary copy to John A. Paul, Director of Procurement, J B Beck Education & Administrative Center, 2018 Church Street, Georgetown, SC 29440 or at jpaul@gcsd.k12.sc.us.

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.

QUALIFICATIONS AS TO EXPERIENCE AND YEARS IN BUSINESS: The Procurement Officer may, in his or her discretion, consider (a) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (b) any subcontractor proposed by offeror.

QUALITY OF PRODUCTS: Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped on this proposal/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.

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than 9:00 AM on October 18, 2017. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. 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 Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation, which 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. Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which 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 Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- c. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- d. Unbalanced Bidding. The District may reject an Offer as nonresponsive 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, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

SIGNING YOUR OFFER: Every Offer must be signed by the 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 has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

Submitting Confidential Information: (An overview is available at www.procurement.sc.gov) 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 contends 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 State may, in its sole discretion, determine it nonresponsive. 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 State 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 Spartanburg School District Seven, its Board Members, Administrators and Employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]. **If confidential information is contained in your offer, submit one (1) "Redacted Copy" along with the "Original" or if a disk or flash drive is required with your offer, the "Original" and the "Redacted Copy" must be placed on the disk or flash drive.**

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by 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) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) 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. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

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. The withdrawal and correction of Offers is governed by the District's Procurement Code Article 5 Section 1520.7.1.

II. SCOPE OF SOLICITATION

The Georgetown County School District's (hereinafter referred to as the "District") Procurement Office seeks to contract with a responsive and responsible vendor for a full turnkey ADA compliant Web Design solution for the District's and its schools' websites along with ongoing Hosting Services. The website publishing solution and website maintenance service must offer a hierarchy of levels enabling the District and each school to have its own system as well as be part of the larger district community. The system should allow district and school-level administrators the capability to quickly and easily put their information online, complying with the enclosed description(s) and/or specifications and all federal and state regulations including ADA compliance and enforcement guidelines.

All responses must be complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the response fails to conform to the essential requirements of this request, the District and the District alone will be the judge as to whether that variance is significant enough to consider the request non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

III. INTRODUCTION

Georgetown County School District is coextensive with the county and is located on the southern end of South Carolina's "Grand Strand". The District is bordered on the east by the Atlantic Ocean, the south by Charleston County, the west by Williamsburg County and the north by Horry County. The land area of the District encompasses 812 square miles.

The District's economy is based on manufacturing, wholesale and retail trade, agriculture, and the tourist industry. Georgetown is considered an excellent location for further industrial development due to its' port facilities, its' location on the Inland Waterway System, the airport and rail facilities. Georgetown is a seacoast location rich in historical lore and is a natural attraction for tourists.

Our District serves students in the towns of Georgetown, Andrews, Pawleys Island, and the rural areas in Georgetown County. Some of these rural areas have very poor to no cellular service. The school district is comprised of 19 schools with approximately 10,000 students in grades pre-K through 12. The District also has an adult education center that serves approximately 500 participants. For more information about Georgetown County School District, please view our District website at www.gcsd.k12.sc.us.

Each of the District's schools is fully accredited by the South Carolina Department of Education and the Southern Association of Colleges and Schools. Accreditation from these institutions is the highest recognition of quality for a public school in South Carolina.

IV. SCOPE OF WORK / SPECIFICATIONS

The Georgetown County School District (GCSD) seeks a hosted web-based communication solution for use by students, parents, administration and the public to include content migration, implementation, set-up, upgrades, site optimization, maintenance and support by the vendor. The current District website is found at <http://www.gcsd.k12.sc.us/> Going forward, the District requires the vendor to handle any conversions necessary to maintain these addresses. The Website services shall not require any on premise equipment, hardware or software. North American and in-house customer service and technical support must be available to any user 24/7/365.

GCSD has approximately 9,400 students, 19 schools (which includes our Charter school), 1 alternative school, 1 adult education center, and 1 district office. Our charter school may or may not require hosting by the district.

The service provider/vendor shall not lease, share, rent or barter identifiable information (such as names, addresses, phone numbers, email addresses) to any other entity or deliver any unsolicited messages. Services shall meet all current industry-standard website protocols and features. The District desires a fully outsourced, high-performance, high-security, hosted Web-based communication solution, the host infrastructure of which should include a documented high-level of system security and reliability and a highly experienced technical team on call to maintain security, performance and uptime.

The service provider must be able to provide high-level conceptual support (in terms of content architecture and navigation) at the outset of the process thereby ensuring a cohesive, consistent and comprehensive product.

Please note that this is a Request for Proposal (RFP) and not a bid. We do not have all the answers or all the questions. We want vendors to propose what they believe is the best approach for Georgetown County School District (GCSD) in a clear concise manner and where comparison is easy between firms by using the format requested/required herein.

Overall District Goals, Requirements and Specifications:

The vendor must be able to support the District's primary web goals, which include but are not limited to:

1. A best-practice (and robust) web management system that advances the reputation of the District and provides administrators with ease of use and significantly decreases the time spent updating our online presence.
2. A secure "single sign-in" District Intranet that is accessible from any computer with a password protected user name.
3. A web management system that is intuitive and easy to understand for the novice user. The interface shall not be complicated or intimidating for the school or department webmasters.
4. System must provide an unlimited number of dynamic calendars that filter, merge, and search calendars across schools, departments, and the district. The system should also be capable of providing a two-way synchronization with calendar systems.
5. System must provide an auditable history of pages and the ability to revert back to any previous version of a page.
6. System must provide an extensive "Search" capability to bring up a list of options for users.
7. The option (Alternative #1) of a Mobile Application (App) with the ability to push important or emergency information and with like or similar components of the Web-based solution capable of use on iPhone and Android platforms and integrated with the District and school websites and student information system, PowerSchool.

To be more specific, the website solution should include but not be limited to the following services:

DISTRICT-WIDE SOLUTION:

1. Fully functioning and reliable hosted web presence for district and schools
2. Individual URLs for the district and each of its schools
3. Customizable professional page templates for District and school websites, allowing for individuality but providing a cohesive brand presence
4. Easy-to-use, attractive and flexible interfaces allowing school and district personnel to post, update and retrieve information on any and all district websites easily
5. Built-in analytics that show page views by site/school, social media shares/engagement, search keywords, user platform
6. Integrates with Active Directory.
7. Integrates with the District's Google Apps for Education; system calendar feature integrates with Google Calendars and Office 365.
8. Ability to assign roles and permissions for users to share information to a highly granular level
9. Ability for district content to be pushed/shared down to all or selected school sites easily (ex. emergency announcements, weather delays, parent notices, etc.)
10. Ability to easily manage and share posted information with social media sites, such as Facebook and Twitter
11. Secured Intranet
12. Training and guidance documents and video tutorials accessible online
13. Provide server reliability for maximum uninterrupted service time
14. The website solution must be a web application hosted off-site
15. Provide retrieval services for Web pages to be backed up
16. System must provide an auditable history of pages and the ability to revert back to any previous version of a page
17. System must provide an unlimited number of dynamic calendars that filter, merge, and search calendars across schools, departments, and the district. The system should also be capable of providing a two-way synchronization with calendar systems.
18. The District prefers Emergency alert features compatible with District's current parent notification system, School Messenger.

SCHOOL WEB DESIGN & HOSTING:

1. ADA Compliant and prefer that non-ADA information not be accepted for unloading.
2. CIPA & FERPA Compliant
3. Data protection & security
4. Unlimited data storage & data transfer
5. Advance scheduling function for announcements and events (posts and removes content on a specific date)
6. Allow schools to easily create and post text announcements, photos and video

STANDARD WEBSITE FEATURES:

1. Compatible with commonly used Internet browsers, including smartphone and tablet browsers
2. Accessible web information editing from any platform (PC/Mac/mobile device)
3. School/district calendars viewable to the general public
4. Daily school/district announcement/site messages for time-sensitive communications
5. Principal/Superintendent message to inform or rally support
6. School/district name and logo to brand the entity
7. Customizable "Contact Us" quick link
8. Photo gallery and video capabilities

9. Interactive slideshow feature for home page
10. Ability to subscribe to news content via RSS feeds
11. Ability to upload single and/or multiple documents and images via web interface
12. Accepts embedded code from external websites, such as video and widgets
13. Offers built-in translation option in multiple languages – Spanish is required
14. User ease in creating web pages, posting documents, presentations, video/audio clips, photo albums, PDF files and slide shows as a minimum
15. Multilingual online help features
16. News feature with ability to add/edit stories and information globally, individually or in predefined groups
17. An interactive calendar feature allowing for posting up to 12-months of information at any given time. It is desirable that the calendar has radio type buttons and/or hyperlinking type features to access information for each particular day of the month. Calendars must have edit capabilities for a specific group of users. Software must have ability to add recurring events to the calendar and ability to integrate events with a mapping system so users can get driving directions
18. Provides sufficient capacity to ensure that loading, refreshing and updating of pages and uploading and downloading files occur in a timely manner consistent with those of most other commercial websites. Routine poor performance of less than 100% operational, functional performance may be cause for contract cancellation.
19. Has the ability to disable content editing based on roles
20. Capability to hyperlink directly to email addresses listed on the website. The district’s current email software application for employees is Office 365. Should a need arise in the future to change to a different email provider, web hosting services should be compatible with all standard email services to facilitate the change of providers if needed.
21. Option to archive information
22. Internet application should be built to support ADA compliance

SCHOOL/DISTRICT RESOURCE PAGES:

Web solution for each school or administrative page shall be customizable (template or free- form html) to include but not limited to:

1. Sharable web links
2. Teacher/staff web pages organized by department but that do not require a user to have an account for their information to display in the directory
3. School/district Acceptable Use Policy
4. “Kid Safe” web search engine
5. Web publishing tools with clip art available
6. Capability to post documents and resources for public access

SITE MANAGEMENT FEATURES (at minimum):

1. Unlimited hosting space per school/District site for uploading files
2. Ability to edit the district site and school site pages, accounts, etc. with one user account login
3. Ability to create new web pages off the home page (subpages) for departments, athletics, clubs, etc.
4. Ability to post links to other web sites of interest to the school community
5. Ability to add/delete/modify users
6. Ability to be viewed and edited by users in various web browsers
7. Podcast and Vodcast hosting capability
8. Ability to manage groups of users
9. Ability to suspend user privileges
10. Ability to centrally manage multiple schools with the District
11. Ability to add/delete/modify events on the schools calendar, daily announcements and/or the site message
12. Ability to “push down” District calendar items, announcements, site messages and resources to the school pages
13. Ability to control and modify the public sections of the schools’ sites
14. Integrated reporting capabilities that allow site administrators to track the number of accounts in use, site hosting and site files in use, and individual user email and file storage use

SECURITY AND RELIABILITY:

District requires a documented high level of system security and reliability to include:

1. Enterprise servers featuring the highest levels of performance and scalability with expandable bandwidth
2. Hardware firewall protection with IP filtering
3. HTTPS capability
4. Daily backup of all data
5. Virus protection
6. Redundant file, mail and database servers
7. Redundant Internet access
8. System monitoring and support
9. Protection of data from power outages, fire and theft
10. Provide a directory of staff with contact information
11. Provide the ability to add custom information
12. Provide the ability to fully customize icons used within the app
13. Provide access to maps of schools and district facilities
14. Provide detailed analytic reporting: on number of app downloads and views of the district app.

TECHNICAL SUPPORT:

In addition to the initial setup and training on the new system, the vendor will provide a high-quality level of support for the District, by a highly qualified technical team, to include:

1. Total system maintenance
2. Timely and automatic upgrades and upgrade information
3. Dedicated support personnel for District schools
4. On-site support as requested by the District
5. Periodic usage reports generated to gauge use of various features
6. Robust "Help" system for end-users to include:
 - a. Toll-free telephone support
 - b. E-mail support
 - c. On-line help and screen tips

The vendor shall provide continuous system updates and enhancements and regularly schedule upgrades that do not require any additional work by the District to access the new features as well apprise the District of new Products or Services that are related and/or tangential to the system/solution proposed herein.

An immediate response to critical problems or issues, such as application outage or problems causing a significant number of users to lose access to the system, will be required. A resolution will be expected within 24 hours of the initial response to the problem. The vendor shall notify the District 24 hours prior to system maintenance. The proposal must specify the vendor's policy in this regard.

The vendor must provide on-site technical support during and after implementation if problems cannot be solved remotely.

TRAINING REQUIREMENTS:

As part of the new system, the District will require a comprehensive, customized, face-to-face training program for the primary users of the system, including school and department web administrators and other designated personnel. In addition, reasonable support to the trained individuals in the form of manuals or other materials must be provided, along with any and all information that may be used to train present and future users of the system personnel. The training shall cover all aspects of the system, including set-up of system, use of system, accessing technical support, other critical features, and especially ADA compliance.

CONTENT MIGRATION:

The District requires that the awarded vendor develop initial web contents, i.e. Portal, templates, limited data/logo integration for schools and departments, etc. Vendor shall provide full training/instructions on migration of current content if District desires.

ALTERNATE #1:**MOBILE APPLICATION SERVICES:**

As noted above, the District is interested in a Mobile Application (App). Please price this under Alternate #1 on the "Pricing Sheet" page 23. If not available currently, enter "N/A."

At minimum, the application shall:

1. Be customized, district-branded native iPhone and Android app available in the Apple App Store and Google Play, including the ability for the user to search for the district and find the apps in the Apple App Store and Google Play without first having to search for a vendor provider. Allows the District's app to have the district's name, and as branding allow the district to change logo and colors.
2. Provide a method of sending push notifications intended for the community at large
3. Support having a single aggregated calendar that can display events from the district and multiple schools
4. Provide the ability to display superintendent posts and alert information
5. Supports viewing district and school social media pages (e.g. Facebook, Twitter, YouTube)
6. Be a single interface that supports viewing multiple user selected news sources from the district and school levels
7. Allow news information to integrate directly with existing news sources and not require manual updating
8. Provide translation into multiple languages
9. Provide a directory of schools with contact information
10. Provide a directory of staff with contact information
11. Provide the ability to add custom information
12. Provide the ability to fully customize icons used within the app
13. Provide a module that allows users to access important information from the district and schools in the form of websites and documents
14. Provide access to maps of schools and district facilities
15. Provide detailed analytic reporting; reporting on number of app downloads and views of the district app.
16. Automated option for message recipients to unsubscribe in order to comply with the TCPA, Telephone Consumer Protection Act

PROPOSAL FORMAT: To aid in the evaluation process follow these guidelines.

1. Official Proposal Form:
 - Enclose the Official Proposal Forms, which must be completed and signed by a company officer with the authority to contract for services.
2. Executive Summary:
 - Executive summary explaining understanding of the proposal and why your firm qualifies and wants to provide these products or services to the District as well as the benefits to accrue to the District for doing so.
 - Inclusion of historical and financial information about the firm is encouraged. Section is limited to three pages, exempting financials.
3. Offeror Experience and Capabilities
 - Comprehensive description of the firm's experience in supplying the products or services required by this Request for Proposals within a public school district setting.
 - Five business references are required. South Carolina school districts are preferred.
4. Offeror Project Manager and Project Personnel
 - Resumes or Business Experience Summary of Project Manager, Project Staff, and other parties who will provide products/services for the project.
 - Who will be on site for planning and training purposes and give their levels of experience.
 - Name(s) and contact information of emergency contact personnel.
5. Response to Scope of Work Requirements:
 - Discussion of or response to the requirements of the Scope, Goals, Requirements and Specifications.
 - Describe in detail the ability of your system to automatically block non-ADA compliant submissions and links. Is this in the system proposed herein or in a developmental phase? This section should include a full description

of any District liability in regards to OCR enforcement/ADA compliance under your proposal. It is the District's intent to eliminate any liability.

- Describe in detail the Ease of Use of your system and methodology used to achieve it. What makes it intuitive and easy to understand? Why is it preferable to other solutions?
- Provide a discourse on your service and support services and reputation.
- Provide some representative sample reports and some screen shots of an implemented solutions. Please limit to three (3) to five (5) pages.
- Discuss the training to be provided and learning curve for school and district personnel.
- Full Implementation Plan/Schedule.
- Statement as to the responsibilities of the vendor and the District

7. Other Information

- Include any Warranty information, Certificate of Insurance, and W-9.
- Include pricing for any requested Alternates on bid form.
- Statement of any litigation to which the Offeror has been a party in the last twelve months.
- Statement of any exceptions proposed to the requirements 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 RFP and that are offered for the benefit of the District.

- 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 to one page each service.

8. Attach the Pricing Sheet to the end of your proposal only on "Original" copy.

9. Offerors are encouraged to keep their submission concise and to the point.

V. QUALIFICATIONS

The Offeror should demonstrate that he or she possesses the following qualifications:

- The Offeror must have a minimum of five (5) years of experience with building, supporting and hosting school websites.
- Offeror is required to include five (5) references for similar projects during the past three (3) years in their submission. The District desires that a minimum of three (3) of these references are from South Carolina public school districts.
- To be eligible for an award of a contract, a prospective contractor must be responsible. In evaluating the Offeror's responsibility, the District's Standards of Responsibility and information from any other source may be considered. An Offeror must upon request of the District 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.

VI. AWARD CRITERIA / TERMS OF CONTRACT

In determining award, unit prices will govern over extended prices unless otherwise stated.

Evaluation Team & Factors/Award Criteria/Award:

Evaluation Team: A District team will be selected to evaluate proposals received by the cutoff deadline.

Award Criteria – Proposals:

The Award(s) will be made to the highest ranked, responsive and responsible offeror(s) whose offer(s) is/are determined to be the most advantageous to the District. The ranking will be determined by totaling the full excel rounded points of all evaluations with the highest ranked having the highest number of total points, the second highest with the second highest points and so forth. However, the right is reserved to reject any and all, or portions of bids/proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's quote/bid/proposal has or has not satisfactorily met the requirements of the solicitation. The District is not required to furnish a statement of the reason(s) why a quote/bid/proposal was not deemed to be the most advantageous nor will it be

required to furnish any information regarding the solicitation. The award to the successful proposer(s) regarding this solicitation will be posted at the District Office, Procurement Office, Room D150, 2018 Church Street, Georgetown, SC 29440 and on the District's website.

After the initial completion of the proposal evaluations, the highest ranked Offeror(s) might be contacted for a personal presentation or demo of the products and services covered under this solicitation. The number of Offerors selected for such presentations or demos is at the discretion of the District. The Offeror(s) shall make a personal presentation or present a demo to the District's evaluation team and answer any questions posed by the team. The same Evaluation Factors will be used to evaluate only those firms selected for presentations or demos with the highest ranked of those selected firms subject to the Negotiation section and other applicable sections of this solicitation.

Price is to include the furnishing of all materials, equipment, tools, and the provision of all labor and services necessary or proper for the completion of the work as specified in this proposal. The District will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable.

For evaluation purposes, the "Total Pricing" will be defined as the "Total Price for Grand Total 5 Years" (Item 4, page 23 of the RFP). If Alternate #1 is also selected and awarded then the sum of the previous and the "Total Price for Grand Total 5 Years" (line 7) will be used. If the evaluation team is uncertain of Alternate #1 at the time of inviting presentations/demos, then the "Total Price for Grand Total 5 Years" (Item 4, page 23 of the RFP) will be used to determine presenters.

Evaluation Factors – Proposals:

Offers will be evaluated using only the factors stated below. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

- A. Response to Scope, Goals, Requirements & Specifications (ADA Compliance), Customer & Support Services - 30%
- B. Comprehensiveness of Planning, Timeline, Implementation, Methodology, Training & Deliverables – 10%
- C. Experience, Capabilities, References and Design Factors – 20%
- D. Anticipated Ease of Use - 20%
- E. Total Pricing - 20%

Negotiations:

The Procurement Officer may elect to make an award or an intent to award without conducting negotiations. However, after the offers have been ranked and any requested presentation(s) or demo(s) conducted, he/she may elect to negotiate the pricing or the general scope of work with the highest ranked offeror(s). If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third ranked offerors to such level of ranking as determined by the Procurement Officer.

VII. TERMS AND CONDITIONS

1. **ASSIGNMENT**: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
2. **BANKRUPTCY**: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Georgetown County School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. **CHOICE-OF-LAW**: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE**: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.
5. **DISCUSSIONS WITH BIDDERS**: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
6. **DISPUTES**: (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by Georgetown County School District regarding an Agreement is not a waiver of either the District's sovereign immunity or 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 this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
7. **EQUAL OPPORTUNITY**: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
8. **FALSE CLAIMS**: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
9. **FORCE MAJURE**: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the

fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

10. **NON-INDEMNIFICATION**: Any term or condition is void to the extent it requires the District to indemnify anyone.
11. **NOTICE**: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
12. **PUBLICITY**: Contractor shall not publish any comments or quotes by Georgetown County School District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
13. **PURCHASE ORDERS**: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.
14. **SETOFF**: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
15. **SURVIVAL OF OBLIGATION**: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.
16. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
17. **THIRD PARTY BENEFICIARY**: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.
18. **WAIVER**: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.
19. **IRAN DIVESTMENT ACT - CERTIFICATION**: (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1].
20. **IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015)**: (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]
21. **TERM OF CONTRACT** – The term of the contract will be as stated in the Award or Intent to Award. The on-going hosting

services will be a different purchase order after year one (1). The estimated initial term will be approximately July 1, 2018 to June 30, 2019. It will be renewable for up to four additional one year periods. With the Superintendent's approval two additional one-year periods may be added. If satisfactory design and hosting services in full compliance with all applicable regulations, the District will not be required to re-solicit these services and undergo additional expenses associated with new design and/or hosting services.

22. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]
23. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

VIII. SPECIAL INSTRUCTIONS

1. CHANGES:

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services.

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

- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

3. CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

4. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:

- a. Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- b. Coverage shall be at least as broad as:

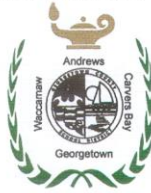
- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
 - (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c. The District, and its officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
 - d. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
 - e. Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
 - f. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
 - g. Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
 - h. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - i. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **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.
 6. **CONTRACTOR'S OBLIGATION:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. 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.
 7. **CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.
 8. **DEFAULT:** The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
 9. **DISPOSAL OF PACKAGING:** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

10. **ILLEGAL IMMIGRATION:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
11. **INDEMNIFICATION - THIRD PARTY CLAIMS:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Georgetown County School District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.
12. **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 the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
13. **MATERIAL AND WORKMANSHIP:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.
14. **OWNERSHIP OF DATA & MATERIALS:** All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
15. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.
16. **SHIPPING / RISK OF LOSS:** F.O.B. Destination. Destination is the shipping location of the Districts' designated receiving site, as specified herein.
17. **TERMINATION FOR CONVENIENCE:** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

18. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

Georgetown County School District

J.B. BECK ADMINISTRATION AND EDUCATION CENTER
2018 CHURCH STREET • GEORGETOWN, S.C. 29440 • PHONE (843) 436-7000



Request for Proposals: #1808009
Date Issued: January 30, 2018
Procurement Officer: John A. Paul, Jr.
Phone: (843) 436-7025
Fax: (843) 436-7231
E-Mail Address: jpaul@gcsd.k12.sc.us

IX. BID RESPONSE FORM

Pricing Sheet RFP #1808009							
Line Item	Description	Initial Year (1) Price	Year 2	Year 3	Year 4	Year 5	Grand Total 5 Years
1	Website Development, Implementation, etc. per RFP and Goals, Requirements, & Specifications		XXXXX	XXXXX	XXXXX	XXXXX	
2	Training		XXXXX	XXXXX	XXXXX	XXXXX	
3	Total Annual Maintenance/Licensing/Support/Hosting/Other (other must be clearly defined below)						
4	Total Price - Full Turnkey Solution (SUM Item 1, 2, & 3)						

Define How Item 3 is to be calculated (i.e. per district, school/location, student, etc.): _____

If there is an "Other" in Item 3 define here _____

5	Alternate #1 - Mobile Application		XXXXX	XXXXX	XXXXX	XXXXX	
6	Alternate #1 Annual Maintenance/Support, etc.						
7	Total Price Alternate #1						

Bidder/Company name (Please print): _____

Georgetown County School District

J.B. BECK ADMINISTRATION AND EDUCATION CENTER
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Fax:	(843) 436-7231
E-Mail Address:	jpaul@gcsd.k12.sc.us

REFERENCE FORM – WEB DESIGN AND HOSTING

Company Name: _____
Address _____
Contact: _____ E-mail address: _____
Phone #: _____ Fax #: _____ Date of service: _____


Company Name: _____
Address _____
Contact: _____ E-mail address: _____
Phone #: _____ Fax #: _____ Date of service: _____

Company Name: _____
Address _____
Contact: _____ E-mail address: _____
Phone #: _____ Fax #: _____ Date of service: _____

Company Name: _____
Address _____
Contact: _____ E-mail address: _____
Phone #: _____ Fax #: _____ Date of service: _____

Company Name: _____
Address _____
Contact: _____ E-mail address: _____
Phone #: _____ Fax #: _____ Date of service: _____

Bidder/Company name (Please print): _____

<p>Georgetown County School District J.B. BECK ADMINISTRATION AND EDUCATION CENTER 2018 CHURCH STREET • GEORGETOWN, S.C. 29440 • PHONE (843) 436-7000</p> 	Request for Proposal:	#1808009
	Date Issued:	January 30, 2018
	Procurement Officer:	John A. Paul, Jr.
	Phone:	(843) 436-7025
	Fax:	(843) 436-7231
	E-Mail Address:	jpaul@gcsd.k12.sc.us

Security and Background Checks

WEB DESIGN AND HOSTING


RESPONSIBILITY FOR SAFETY AND SECURITY: The safety and security of District staff, students and the general public are of utmost priority to the District. To that end, the Contractor shall be responsible for ensuring that the Contractor, and anyone enjoined to the Contractor comply with the following:

- a. **NO drugs or alcohol on District property or adjacent thereto.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- b. **NO knives, firearms or other weapons on District property or adjacent thereto.** The offending party shall be reported to authorities and arrested.
- c. **NO fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, or District representatives, agents, or employees.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- d. **NO improper attire or actions while on District property or adjacent thereto.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- e. **NO smoking on District property.** The District reserves the right to require the offending party be removed from District property immediately and to be replaced by the Contractor.
- f. Take all necessary precautions to ensure minimal loss of utilities and facilities required by the occupants of any existing building or facilities and minimal disruption of the educational process.
- g. Secure **SLED (State Law Enforcement Division) criminal background checks** on all Contractor and subcontractor representatives, agents and employees performing work on District property, and produce proof of such background checks upon request of the District.
- h. Take all necessary precautions to protect students, parents, visitors or District representatives, agents or employees as well as property belonging to those individuals or other third parties during the contract term. **Failure to meet the requirements of conduct in this paragraph, as determined by the District, may result in arrest and/or payment of fines, or stoppage of performance until corrective action is taken, with no increase in contract price or contract term. In addition, the Contractor may be subject to payment to the District of all reasonable costs incurred by the District as a result of non-conformance to this paragraph.**
- i. Contractor/Subcontractor's must stipulate that they are responsible for running a **National Sex Offender Registry check** on their employees who work in schools.

By signing below, the bidder agrees to prohibit any employees or sub-contractor employees from performing work or services at Georgetown County School District if they are deemed to be Registered Sex Offenders, or pose a known criminal danger to children or staff. The vendor hereby agrees to run a National Sex Offender Registry check (<http://www.nsopr.gov/>) or equivalent on all employees or sub-contractor employees who may be in the proximity of school children or staff. This check must be done by the vendor prior to performing any work or services at Georgetown County School District.

Authorized Signature: _____ Date: _____

Bidder/Company name (Please print): _____

<p>Georgetown County School District J.B. BECK ADMINISTRATION AND EDUCATION CENTER 2018 CHURCH STREET • GEORGETOWN, S.C. 29440 • PHONE (843) 436-7000</p> 	<p>Request for Proposal: #1808009</p> <p>Date Issued: January 30, 2018</p> <p>Procurement Officer: JOHN A. PAUL, JR.</p> <p>Phone: (843) 436-7025</p> <p>Fax: (843) 436-7231</p> <p>E-Mail Address: jpaul@gcsd.k12.sc.us</p>
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**STATEMENT OF
ACCEPTANCE**

WEB DESIGN AND HOSTING

I, the undersigned, have read Solicitation #1808009 and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

Furthermore, I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

 Proposal Preparer (please print)

 Proposal Preparer (signature)

 Company Name

 Company Address

 Telephone Number

 Fax Number

 Email address (if available)